

79485

TO: Board of Acquisition and Contract
FROM: Vincent F. Kopicki, P.E.
Commissioner of Environmental Facilities
DATE: September 16, 2020
SUBJECT: Resolution to Award to the Low Bidder

Contract No. **EF-2006**
REMOVAL OF THE DAILY PRODUCTION OF GRIT
FROM THE YONKERS JOINT, PEEKSKILL, MAMARONECK,
NEW ROCHELLE, OSSINING, BLIND BROOK AND PORT
CHESTER WATER RESOURCE RECOVERY FACILITIES
AND FROM THE HUTCHINSON AND NORTH YONKERS
PUMPING STATIONS, ALL LOCATED IN
WESTCHESTER COUNTY, NEW YORK

Contractor: Spectraserv Inc.
75 Jacobus Ave
Kearny, NJ 07032

Amount: \$1,350,000.00

On September 16, 2020, three (3) bids were received and opened for Contract No. EF-2006 for the removal of the daily production of grit from the Yonkers Joint, Peekskill, Mamaroneck, New Rochelle, Ossining, Blind Brook and Port Chester Water Resource Recovery Facilities and from the Hutchinson and North Yonkers Pumping Stations. The bids were reviewed by the Department and it was determined that Spectraserv Inc. submitted the lowest responsible bid in the amount of \$1,350,000.00. Funds for this project are available in the Operating Budget. The Contract duration is for three (3) years, commencing on January 1, 2021 and terminating on December 31, 2023, with an option to extend for one (1) additional three year term by mutual consent of the Contractor and the County of Westchester with all prices, terms and conditions remaining the same as the original contract.

The low bidder has been investigated and it has been found that Spectraserve Inc.:

- has performed satisfactory work in the past for the County.
 Past experience has been investigated and found satisfactory.

The objective and/or goal of this contract is for the safe removal of all Grit separated from the wastewater at the County's various Water Resource Recovery Facilities and Pumping Stations

and the disposal of this grit off site at an approved disposal site. This contract is deemed to fulfill a public purpose as the service provided under this Contract promotes the public health and welfare by insuring proper operation of the County's Water Resource Recovery Facilities and Pumping Stations and enables the Department to carry out its basic mission to provide wastewater treatment and maintain satisfactory water quality. A chain-of-custody receipt system will record all persons and all equipment involved in removing, transporting and disposing of the County's Grit under this Contract. The Grit receipt system is being instituted to ensure the proper tracking and transfer of responsibility of all of the County's Grit that is removed, transported and disposed of under this Contract from its removal from the County site through its acceptance at the Contractor's disposal site; it also will document removal, transport and disposal operations in compliance with law, regulations and permit authorization and support Contractor's application for payment;

It is recommended that Contract No. EF-2006 be awarded to the lowest responsible bidder, Spectraserv Inc. in the amount of \$1,350,000.00, subject to appropriations.

A proposed form of Resolution is attached.

APPROVED BOARD OF ACQUISITION & CONTRACTS 10/15/2020

RESOLUTION

Contract No. EF-2006

Upon communication from The Commissioner of the Department of Environmental Facilities, be it hereby

RESOLVED, That Contract No. EF-2006 for the Removal of the Daily Production of Grit from the Yonkers Joint, Peekskill, Mamaroneck, New Rochelle, Ossining, Blind Brook and Port Chester Water Resource Recovery Facilities and from the Hutchinson and North Yonkers Pumping Stations, Westchester County, New York, is awarded to the lowest responsible bidder, Spectraserve Inc., 75 Jacobus Avenue, Kearny, NJ , 07032 in the amount not to exceed \$1,350,000.00 for one three (3) year term, commencing on January 1, 2021 and expiring on December 31, 2023; and be it further

RESOLVED, That the Contract may be extended by mutual consent of the Contractor and the County of Westchester for one (1) additional three year term with all prices, terms and conditions remaining the same as the original contract; and be it further

RESOLVED, That this Agreement is subject to County appropriations; and be it further

RESOLVED, That this Agreement subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, That the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/Credited

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2021	221	60	0110	4380		\$450,000.00
2022	221	60	0110	4380		\$450,000.00
2023	221	60	0110	4380		\$450,000.00

Budget Funding Year(s) 2021-2023, Start Date 01/01/2021 End Date 12/31/2023

(must match resolution)

Funding Source

Tax Dollars _____ **100%** _____

State Aid _____

NTE \$1,350,000.00

Federal Aid _____

(must match resolution)

Other _____