

19356

**TO:** Board of Acquisition and Contract

**FROM:** John J. Hsu, PE  
Commissioner of Public Works and Transportation

**DATE:** May 27, 2011

**SUBJECT:** First Amendment (of a Multi-Phased Agreement) to Agreement No. 10-918  
In the matter of Engineering Services in connection with the  
Total Residual Chlorine Reduction at the Peekskill Wastewater Treatment Plant,  
Peekskill, New York

**Consultant:** AECOM USA, Inc.

**Amendment Amount:** \$159,822.00

*Subconsultant Approval:* NY Professional Services (MBE/WBE)

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Authority of your Honorable Board is requested to amend the existing Agreement between the County of Westchester and AECOM USA, Inc., 605 Third Avenue, 27th Floor, New York, New York 10158. The original Agreement dated June 16, 2010, was for engineering services in connection with the Total Residual Chlorine Reduction at the Peekskill Wastewater Treatment Plant, Peekskill, New York.

It is requested that the existing Agreement be amended to provide for engineering services in connection with the Total Residual Chlorine Reduction at the plant. The consultant shall provide construction administration services associated with this project. For construction administration services, the consultant shall monitor the construction procedures on the site to ensure compliance with the contract documents, coordinate scheduled activities of the contractors, submit construction progress reports and review and process contractors' applications for payment.

The objective of this project is to design and construct new ultraviolet (UV) disinfection facilities at the Peekskill Wastewater Treatment Plant. This work is necessary to meet the new lower total residual chlorine limits imposed under the New York State Department of Environmental Conservation (NYSDEC) issued State Pollutant Discharge Elimination System (SPDES) Permit which cannot be met with the existing hypochlorite disinfection facilities. An Engineering Study was conducted which recommended construction of new UV disinfection facilities as opposed to the construction of a new chlorine contact tank and dechlorination facilities and upgrades to the existing hypochlorite system on the basis of reliability, construction cost and a life cycle analysis. This agreement will benefit the public as it will ensure that the plant's operations continue to be environmentally compliant, thereby enhancing the health and general welfare of the residents of Westchester County.

The original intent of this Agreement was to have the design and construction administration performed in multiple phases as subsequent funding became available. The initial design phase defined the scope of work and required budget for the subsequent phases of design and construction administration for which funding has been approved.

The engineering discipline encompassed in this Amendment is not new, but rather, it is an integral part of the project that involves the same degree of skill, experience and complexity as the expertise generally described in the original project. Accordingly, this type of engineering discipline was originally contemplated in the Professional Prequalification Board and Professional Selection Board process.

Board of Acquisition and Contract

Agreement No. 10-918, First Amendment

Total Residual Chlorine Reduction at the Peekskill Wastewater Treatment Plant, Peekskill, New York

AECOM USA, Inc.

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The fee for the above services is for an amount of \$159,822.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$542,612.00. The completion date of the Agreement shall remain December 31, 2014.

In addition, AECOM USA, Inc., has requested the utilization of the following subconsultant: NY Professional Services (Clerical Services), 4 Swarthmore Road, Scarsdale, New York 10583.

Proposed form of Resolution to accomplish the foregoing is attached hereto.

# RESOLUTION

Upon communication from the Commissioner of Public Works and Transportation, be it hereby

RESOLVED, that the existing Agreement between the County of Westchester and AECOM USA, Inc., 605 Third Avenue, 27th Floor, New York, New York 10158, be amended to provide for engineering services in connection with the Total Residual Chlorine Reduction at the Peekskill Wastewater Treatment Plant, Peekskill, New York. The consultant shall provide construction administration services associated with this project. For construction administration services, the consultant shall monitor the construction procedures on the site to ensure compliance with the contract documents, coordinate scheduled activities of the contractors, submit construction progress reports and review and process contractors' applications for payment; and be it further

RESOLVED, that for the additional services rendered in accordance with the consultant's proposal for the second phase of this multi-phase project, AECOM USA, Inc., shall be paid a fee of \$159,822.00 pursuant to an approved budget, increasing the total maximum fee to \$542,612.00; and be it further

RESOLVED, that the use of the following subconsultant also be approved: NY Professional Services (Clerical Services), 4 Swarthmore Road, Scarsdale, New York 10583; and be it further

RESOLVED, that all other provisions of the existing Agreement shall remain in full force and effect; and be it further

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

JJH/LR/AS

Original Agreement	\$	382,790.00	(Design Services for Total Residual Chlorine Reduction at Peekskill WWTP)
This Amendment		<u>159,822.00</u>	(CA Services for Total Residual Chlorine Reduction at Peekskill WWTP)
TOTAL	\$	542,612.00	

Agreement No. 10-918

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
	322	60	SPK8100I	6120-05		\$ 159,822.00

Budget Funding Year(s): 2011 Start Date: 06/30/11 End Date: 12/31/14  
 (must match resolution)

Funding Source: Tax Dollars: <u>100% District</u>	Contractor Federal I.D. No./
State Aid: _____	Social Security No.: _____
\$ <u>159,822.00</u> Federal Aid: _____	Vendor No.: _____
(must match resolution) Other: _____	Encumbrance No.: _____