

25149

TO: Board of Acquisition and Contract
FROM: Jay T. Pisco, PE
Commissioner of Public Works and Transportation
DATE: February 27, 2012
SUBJECT: Fourth Amendment (of a Multi-Phased Agreement) to Agreement No. 03-926
In the matter of:

- (1) Amendment to change the name of the Consultant to GHD Consulting Engineers, LLC
- (2) Amendment for Engineering Services in connection with the Odor Control Improvements and Electrical Equipment Upgrade, North Yonkers Pump Station, Yonkers, New York

Consultant: GHD Consulting Engineers, LLC
Amendment Amount: \$50,000.00

Pursuant to a Resolution approved on November 26, 2003, the County of Westchester ("County") entered into Agreement Number 03-926 with Stearns & Wheler, LLC ("Consultant"), One Remington Park Drive, Cazenovia, New York 13035, commencing on December 15, 2003, wherein the Consultant was to provide engineering services associated with the Odor Control Improvements and Pump Upgrade at the North Yonkers Pump Station in Yonkers, New York. The Agreement was thereafter amended by Resolution approved May 4, 2006, for additional engineering services associated with the Pumping Station Upgrade and Electrical Equipment Upgrade at the North Yonkers Pump Station in Yonkers, New York. The Agreement was thereafter amended by Resolution approved December 22, 2009, to extend the term until May 31, 2011. The Agreement was thereafter amended by Resolution approved August 18, 2011, to extend the term until December 31, 2011.

The Consultant recently advised the County that its name changed to GHD Consulting Engineers, LLC. Therefore, authority of your Honorable Board is requested to amend the existing Agreement to reflect the correct name of the Consultant.

Originally, the construction phase of this project was to be complete by November 2, 2010. However, due to unforeseen conditions, including: (1) materially defective pre-purchased odor control equipment that had to be reordered and replaced; (2) an unresponsive screw conveyor manufacturer; and (3) multiple prime contractors (on this Wick's Law project) demobilizing from the site, construction has been delayed by approximately 16 months.

Therefore, authority of your Honorable Board is also requested to further amend the existing Agreement to provide for continued design services during construction and continued construction administration services for the additional time during which construction activities have been extended in connection with the Odor Control Improvements and Electrical Equipment Upgrade at the North Yonkers Pump Station. The Consultant shall provide design services during construction consisting of shop drawing and submittal reviews, attendance at project meetings, periodic site visits and preparation of as-built drawings. 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.

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The objective of this project is to upgrade and modernize the North Yonkers Pump Station including heating improvements, replacement of ventilation equipment, a new odor control system, and electrical equipment upgrades. This work is necessary due to extensive deterioration of the existing facilities. This project will implement the most cost-effective and environmentally compliant technologies available. Wherever possible, proposed new materials will be incorporated in compliance with LEED guidelines for environmental sustainability as per the United States Green Building Council. This agreement will benefit the public as it will ensure that the facility's operations are safe and environmentally compliant.

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.

The fee for the above services is for an amount of \$50,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$2,170,300.00. The completion date of the Agreement shall be extended to December 31, 2012.

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 County of Westchester is hereby authorized to amend Agreement No. 03-926 with Stearns & Wheler, LLC ("Consultant"), One Remington Park Drive, Cazenovia, New York 13035, to change the name of the Consultant to GHD Consulting Engineers, LLC; and be it further

RESOLVED, that the existing Agreement between the County of Westchester and GHD Consulting Engineers, LLC, One Remington Park Drive, Cazenovia, New York 13035, be amended to provide for continued design services during construction and continued construction administration services for the additional time during which construction activities have been extended in connection with the Odor Control Improvements and Electrical Equipment Upgrade at the North Yonkers Pump Station. The Consultant shall provide design services during construction consisting of shop drawing and submittal reviews, attendance at project meetings, periodic site visits and preparation of as-built drawings. 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 third phase of this multi-phase project, GHD Consulting Engineers, LLC, shall be paid a fee of \$50,000.00 pursuant to an approved budget, increasing the total maximum fee to \$2,170,300.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2012; 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.

JTP/LR/AS

Original Agreement	\$ 623,000.00	(Odor Control Improvements and Pump Upgrade)
First Amendment	1,497,300.00	(Pumping Station Upgrade and Electrical Equipment Upgrade)
Second Amendment	0.00	(Term Extension)
Third Amendment	0.00	(Term Extension)
This Amendment	50,000.00	(Continued Design Services During Construction & Constr. Admin. Services)
TOTAL	\$ 2,170,300.00	

Agreement No. 03-926

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
	322	60	SPS0100E	6120-03		\$ 34,000.00
	322	60	SPS0400I	6120-05		\$ 16,000.00

Budget Funding Year(s): 2012 Start Date: 01/01/12 End Date: 12/31/12
(must match resolution)

Funding Source: Tax Dollars: 100% District Contractor Federal I.D. No./
State Aid: _____ Social Security No.: _____
\$ 50,000.00 Federal Aid: _____ Vendor No.: _____
(must match resolution) Other: _____ Encumbrance No.: _____