

32333

TO: Board of Acquisition and Contract
FROM: Jay T. Pisco, PE
Commissioner of Public Works and Transportation
DATE: February 19, 2013
SUBJECT: Third Amendment (of a Multi-Phased Agreement) to Agreement No. 09-903
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 Rehabilitation of New Rochelle Reservoir #3 Dam and Pocantico Lake Dam, City of New Rochelle and Towns of Eastchester and Mount Pleasant, New York

Consultant: GHD Consulting Engineers, LLC
Amendment Amount: \$198,000.00

Pursuant to a Resolution approved on February 19, 2009, the County of Westchester ("County") entered into Agreement Number 09-903 with Stearns & Wheler, LLC ("Consultant"), One Remington Park Drive, Cazenovia, New York 13035, commencing on March 4, 2009, wherein the Consultant was to provide engineering services associated with the remedial investigation to comply with the New York State Department of Environmental Conservation (NYSDEC) Consent Order for the New Rochelle Reservoir #3 Dam and Pocantico Lake Dam. The Agreement was thereafter amended pursuant to a Resolution approved March 11, 2010, to provide for inspection services associated with the Inspection and Maintenance Plans for Six (6) Westchester County Class B Dams. The Agreement was thereafter amended by Resolution approved December 16, 2010, for design and construction administration services associated with the Rehabilitation of New Rochelle Reservoir #3 Dam and Pocantico Lake Dam.

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.

Under the terms of the NYSDEC Consent Order, construction of New Rochelle Reservoir #3 Dam and Pocantico Lake Dam must be completed by December 31, 2014. Currently these dams are both under construction.

Originally, construction of the New Rochelle Reservoir #3 Dam began on January 23, 2012 and was to be complete by November 29, 2012. However, due to unforeseen conditions, including: (1) delays caused by additional review for the use of an acceptable alternate cofferdam system due to the fact that the reservoir bottom consisted of an unknown 3-foot thick silt layer requiring more than 8 feet of height to maintain the water level necessary in the reservoir; (2) adverse weather conditions including Superstorm Sandy; and (3) additional time required for site restoration that must be done in the spring in accordance with the contract specifications, construction has been delayed by approximately two (2) months. Construction of the New Rochelle Reservoir #3 Dam is now expected to be complete by May 31, 2013.

Originally, construction of the Pocantico Lake Dam began on January 8, 2012 and was to be complete by December 28, 2012. However, due to unforeseen conditions, including: (1) additional time required to design and construct a retaining wall structure to be placed as an extension of a corewall which was not located in the field as originally thought based on existing plans; (2) additional time required to design and construct the foundation since the bedrock along the embankment was not as shallow as originally anticipated; (3) soil contamination requiring remediation efforts; (4) additional underwater investigation efforts required to confirm the proper abandonment of an existing drain line from the lake to the pump house; (5) adverse weather conditions including Superstorm Sandy; and (6) additional time required for site restoration that must be done in the spring in accordance with the contract specifications, construction has been delayed by approximately three (3) months. Construction of the Pocantico Lake Dam is now expected to be complete by May 31, 2013.

Authority of your Honorable Board is therefore also requested to further amend the existing Agreement to provide for continued construction administration services and design services during construction for the additional time during which construction activities have been extended in connection with the Rehabilitation of New Rochelle Reservoir #3 Dam and Pocantico Lake Dam. 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. In addition, the consultant shall provide design services during construction consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings.

The objective of this project is to rehabilitate New Rochelle Reservoir #3 Dam and Pocantico Lake Dam. These dams are classified by NYSDEC as high-hazard Class C Dams, based on the potential impact upon human life and property in the event of dam failure. Class C Dams are located in areas where their failure may cause loss of human life or serious property damage. This work is necessary to ensure that these dams owned and maintained by the County are in conformance with all NYSDEC regulations regarding dam safety. This agreement will benefit the public as it will ensure that areas adjacent to these dams may be safely occupied.

The original intent of this Agreement was to have the engineering services performed in multiple phases, dependent upon the results of remedial investigation. The initial remedial study phase defined the scope of work and the 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 \$198,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$1,787,900.00. The completion date of the Agreement shall remain December 31, 2015.

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. 09-903 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 construction administration services and design services during construction for the additional time during which construction activities have been extended in connection with the Rehabilitation of New Rochelle Reservoir #3 Dam and Pocantico Lake Dam. 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. In addition, the consultant shall provide design services during construction consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings; and be it further

RESOLVED, that for the additional services rendered in accordance with the Consultant's proposal for the fourth phase of this multi-phase project, GHD Consulting Engineers, LLC, shall be paid a fee of \$198,000.00 pursuant to an approved budget, increasing the total maximum fee to \$1,787,900.00; 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/RSD/AS

Original Agreement	\$	225,000.00	(Engineering Services for NYSDEC Consent Order - NR Reservoir #3/Pocantico Dam)
First Amendment		41,900.00	(Inspection and Maintenance Plans for Six (6) Westchester County Class B Dams)
Second Amendment		1,323,000.00	(Design & Construction Administration Services for NR Reservoir #3/Pocantico Dam)
This Amendment		<u>198,000.00</u>	(Continued CA Services and Design Services During Construction)
TOTAL	\$	1,787,900.00	

Agreement No. 09-903

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
	372	42	RTL0100E	6120-03		\$ 31,450.00
	372	42	RPL0200E	6120-03		\$ 46,750.00
	372	42	RTL0100I	6120-05		\$ 47,850.00
	372	42	RPL0200I	6120-05		\$ 71,950.00

Budget Funding Year(s): 2013 Start Date: 04/01/13 End Date: 12/31/15
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$ 198,000.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____