

51565

TO: Board of Acquisition and Contract
FROM: Jay T. Pisco, PE
Commissioner of Public Works and Transportation
DATE: March 22, 2016
SUBJECT: Second Amendment (of a Multi-Phased Agreement) to Agreement No. 11-923
In the matter of Engineering Services in connection with the
Mechanical and Sludge Handling Upgrades, Peekskill Wastewater Treatment Plant,
Peekskill, New York

Consultant: GHD Consulting Services Inc.

Amendment Amount: \$184,847.00

Pursuant to a Resolution approved on September 8, 2011, the County of Westchester ("County") entered into Agreement Number 11-923 with GHD Consulting Engineers, LLC ("Consultant"), One Remington Park Drive, Cazenovia, New York 13035, commencing on October 1, 2011, wherein the Consultant was to provide engineering design services associated with the Mechanical and Sludge Handling Upgrades, Peekskill Wastewater Treatment Plant, Peekskill, New York. The Agreement was thereafter amended by Resolution approved March 28, 2013, for additional design services and construction administration services associated with the Mechanical and Sludge Handling Upgrades at the Peekskill Wastewater Treatment Plant. On February 20, 2014, your Honorable Board authorized the County to execute an agreement consenting to the assignment of the Agreement from GHD Consulting Engineers, LLC to GHD Consulting Services Inc.

The construction phase of this project commenced in April 2014 and was originally scheduled for completion in August 2015. Work will take additional time to complete and additional design services during construction and construction administration services are required. Contributing factors included the proposal of substitute settling tank equipment, fabrication issues and electrical issues. Existing unforeseen field wiring conditions necessitated new power and control wiring between the Administration Building and the Primary Sludge Pumping Station Building in order to minimize disruption to Wastewater Treatment Plant Operations. Also, after field investigation, it was determined that additional wiring work would be required to connect new signals to the existing SCADA system.

Therefore, authority of your Honorable Board is requested to further amend the existing Agreement to provide for additional design services during construction and construction administration services for the completion of construction work in connection with the Mechanical and Sludge Handling Upgrades, Peekskill Wastewater Treatment Plant, Peekskill, New York. 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. 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 upgrade the mechanical and sludge handling systems at the Peekskill Wastewater Treatment Plant. Presently the mechanical equipment and mechanisms in the primary and final clarifiers, and ancillary pumps and piping are over 30 years old and have reached the end of their useful life. Replacement is necessary to ensure process reliability and environmentally compliant operation of the treatment plant. This project is for the replacement of plant components including the sludge collection mechanisms in the primary and final settling tanks, new sludge plunger pumps, sludge piping and new primary and final settling tank grease skimmers. Neglecting to upgrade these critical elements of the plant may result in a failure, including the occurrence of a sewage overflow emergency that could allow sewage into the surrounding properties and cause violations of the plant's State Pollutant Discharge Elimination System (SPDES) Permit. This agreement will benefit the public as it will ensure that the plant's operations are safe and 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.

The fee for the above services is for an amount of \$184,847.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$558,347.00. The completion date of the Agreement shall remain December 31, 2017.

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

JTP/LR/AS

RESOLUTION

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

RESOLVED, that the existing Agreement between the County of Westchester (“County”) and GHD Consulting Services Inc. (“Consultant”), One Remington Park Drive, Cazenovia, New York 13035, be amended to provide for additional design services during construction and construction administration services for the completion of construction work in connection with the Mechanical and Sludge Handling Upgrades, Peekskill Wastewater Treatment Plant, Peekskill, New York. 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. 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 current phase of this multi-phase project, GHD Consulting Services Inc., shall be paid a fee of \$184,847.00 pursuant to an approved budget, increasing the total maximum fee to \$558,347.00; 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.

Original Agreement	\$	119,000.00	(Design Services - Mechanical & Sludge Handling Upgrades)
First Amendment		254,500.00	(Additional Design Services & CA Services - Mechanical & Sludge Handling Upgrades)
Assignment		0.00	(Assignment of Agreement)
This Amendment		<u>184,847.00</u>	(Additional DSDC & CA Services - Mechanical & Sludge Handling Upgrades)
TOTAL	\$	558,347.00	

Agreement No. 11-923

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	322	60	SPK1200E	6120-03	BA #132-2013	\$ 30,047.00
	322	60	SPK1200I	6120-05	BA #132-2013	\$ 154,800.00

Budget Funding Year(s): 2016 Start Date: 10/01/11 End Date: 12/31/17
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
 \$ 184,847.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____