

71011

TO: Board of Acquisition and Contract
FROM: Hugh J. Greechan, Jr., P.E.
Commissioner of Public Works and Transportation
DATE: August 6, 2019
SUBJECT: Second Amendment (of a Multi-Phased Agreement) to Agreement No. 13-908 in the matter of:

- (1) Engineering Services in connection with Digester Rehabilitation, Peekskill Wastewater Treatment Plant, Peekskill, New York
- (2) Engineering Services in connection with the Replacement of Primary Sludge Pumps, Peekskill Wastewater Treatment Plant, Peekskill, New York

Consultant: Savin Engineers, P.C.
Amendment Amount: \$706,400.00

Subconsultant Approval: LynStaar Engineering, P.C. (WBE)

Authority of your Honorable Board is requested to amend existing Agreement Number 13-908 ("Agreement") between the County of Westchester ("County") and Savin Engineers, P.C. ("Consultant"), 3 Campus Drive, Pleasantville, New York 10570. The original Agreement dated May 9, 2013, was for design and construction administration services associated with the Digester Rehabilitation, Peekskill Wastewater Treatment Plant, Peekskill, New York. The Agreement was thereafter amended by Resolution approved August 2, 2018, for design services associated with Aeration and Heating System Upgrades, Peekskill Wastewater Treatment Plant, engineering services associated with Flow Monitoring Program, Peekskill Sanitary Sewer District and to extend the term of the Agreement to December 31, 2023.

This is a multiple phase project. The Digester Rehabilitation is currently in construction and the engineering services included in the original Agreement have been in progress. The County has been satisfied with the quality of services provided to date by the Consultant. The construction end date was originally anticipated to be December 20, 2018. Construction work has been significantly delayed by the painting subcontractor's inability to complete the work. The General Contractor's most recent schedule now shows the construction completion date as September 30, 2019. The Consultant is required to provide additional engineering services in order to oversee the completion of the construction contract.

It is therefore requested that the existing Agreement be further amended to provide for engineering services in connection with Digester Rehabilitation, Peekskill Wastewater Treatment Plant, Peekskill, New York. The Consultant shall provide additional design and construction administration services associated with this project that address tasks which are outside of the scope of work included in the existing Agreement. Additional design services shall include 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.

The objective of this project is to replace the digester roofs and associated gas mixing systems at the Peekskill Wastewater Treatment Plant. There is one 80 foot diameter Primary Sludge Digester and one 80 foot diameter Secondary Sludge Digester at the Peekskill Wastewater Treatment Plant. Both digesters were constructed in the late 1970's and were designed with steel floating covers which are constructed of steel truss framing and steel deck plates. The plant's digester roofs and associated gas mixing systems are reaching the end of their useful life and all are in need of replacement. This work is necessary to insure that the facility operates reliably and efficiently. 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 primary sludge pump motors at the Peekskill Wastewater Treatment Plant were replaced recently, but the pumps themselves were not replaced as a cost saving measure. However, one of the pumps failed recently causing primary sludge to spill into the basement area leading to damage of the newly installed sludge pump motors, controls, conduit, wiring, and panelboards. During this incident, the spilled sludge was contained within the plant and was not released to the environment. The replacement and upgrade of the existing piston type primary sludge pumps to centrifugal type pumps and associated controls is required at this time.

It is therefore requested that the existing Agreement be further amended to provide for engineering services in connection with the Replacement of Primary Sludge Pumps, Peekskill Wastewater Treatment Plant, Peekskill, New York. The Consultant shall provide design and construction administration services associated with this project. Design services shall include the preparation of construction contract documents (drawings and specifications), construction cost estimates, any required addenda, and a bid analysis including an evaluation of the bids to determine compliance with bidding requirements and whether the bidders are responsible so that the County may recommend award of the construction contracts. 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. 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 sludge handling systems at the Peekskill Wastewater Treatment Plant. Presently the primary sludge pumps and associated controls have reached the end of their useful life. Replacement of the existing primary sludge pumps is necessary to ensure process reliability and environmentally compliant operation of the treatment plant. 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 project performed in multiple phases as subsequent funding became available. The initial phase defined the scope of work and required budget for the subsequent phases of the project for which funding has been approved.

Board of Acquisition and Contract
Agreement No. 13-908, Second Amendment
Digester Rehabilitation
Replacement of Primary Sludge Pumps
Peekskill Wastewater Treatment Plant
Savin Engineers, P.C.
Page 3

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 \$706,400.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$3,489,550.00. The completion date of the Agreement shall be extended to December 31, 2024.

In addition, Savin Engineers, P.C. has requested the utilization of the following subconsultant: LynStaar Engineering, P.C., a WBE firm, for Electrical Design Services, 12 Water Street, Suite 202, White Plains, New York 10601.

The Department of Public Works and Transportation will track scheduling and accomplishments by the Consultant and perform on-site inspections to ensure the successful completion of this project.

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

HJG/LR/as

RESOLUTION

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

RESOLVED, that the existing Agreement No. 13-908 (“Agreement”) between the County of Westchester (“County”) and Savin Engineers, P.C. (“Consultant”), 3 Campus Drive, Pleasantville, New York 10570, be amended to provide for engineering services in connection with Digester Rehabilitation, Peekskill Wastewater Treatment Plant, Peekskill, New York. The Consultant shall provide additional design and construction administration services associated with this project that address tasks which are outside of the scope of work included in the existing Agreement. Additional design services shall include 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 the Agreement between the County and the Consultant be further amended to provide for engineering services in connection with the Replacement of Primary Sludge Pumps, Peekskill Wastewater Treatment Plant, Peekskill, New York. The Consultant shall provide design and construction administration services associated with this project. Design services shall include the preparation of construction contract documents (drawings and specifications), construction cost estimates, any required addenda, and a bid analysis including an evaluation of the bids to determine compliance with bidding requirements and whether the bidders are responsible so that the County may recommend award of the construction contracts. 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. 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, Savin Engineers, P.C., shall be paid a fee of \$706,400.00 pursuant to an approved budget, increasing the total maximum fee to \$3,489,550.00; and be it further

RESOLVED, that the use of the following subconsultant also be approved: LynStaar Engineering, P.C., a WBE firm, for Electrical Design Services, 12 Water Street, Suite 202, White Plains, New York 10601; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2024; and be it further

RESOLUTION

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	\$ 755,000.00	(Design and Construction Administration Services – Peekskill WWTP Digester Rehab.)
First Amendment	2,028,150.00	(Design Services – Peekskill WWTP Aeration/Heating & Peekskill SD Flow Monitoring)
This Amendment	<u>706,400.00</u>	(Design/CA Services – Peekskill WWTP Digester Rehab. & Primary Sludge Pumps)
TOTAL	\$ 3,489,550.00	

Agreement No. 13-908

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	322	60	SPK14-00-E	6120-03	BA #133-2013	\$ 20,000.00
	322	60	SPK14-00-I	6120-05	BA #133-2013	\$ 136,000.00
	322	60	SPK12-00-E	6120-03	BA #132-2013	\$ 266,400.00
	322	60	SPK12-00-I	6120-05	BA #132-2013	\$ 284,000.00

Budget Funding Year(s): 2019 Start Date: 05/09/13 End Date: 12/31/24
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$706,400.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____