

31819

**TO:** Board of Acquisition and Contract  
**FROM:** Jay T. Pisco, PE  
Commissioner of Public Works and Transportation  
**DATE:** January 17, 2013  
**SUBJECT:** First Amendment (of a Multi-Phased Agreement) to Agreement No. 11-902  
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 Pump Station Rehabilitation Program, Croton Point Park Landfill, Croton-on-Hudson, New York

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

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Pursuant to a Resolution approved on February 24, 2011, the County of Westchester ("County") entered into Agreement Number 11-902 with Stearns & Wheeler, LLC ("Consultant"), One Remington Park Drive, Cazenovia, New York 13035, commencing on March 15, 2011, wherein the Consultant was to provide design engineering services associated with the Pump Station Rehabilitation Program, Croton Point Park Landfill, Croton-on-Hudson, New York.

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.

The design phase of this project is substantially complete. However, due to unanticipated circumstances, including: (1) incomplete information available from the County regarding the existing pump stations; and (2) modifications requested by the County to the original scope of design work, the Consultant is required to provide additional design services beyond the services included in the existing Agreement.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with the Pump Station Rehabilitation Program, Croton Point Park Landfill, Croton-on-Hudson, New York. The Consultant shall provide additional design services associated with this project that address issues that have arisen which are outside of the scope of work included in the existing Agreement. Additional design services shall include the preparation of construction documents (plans and specifications), construction cost estimates, any required addenda, and 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 reviews, attendance at project meetings, periodic site visits and preparation of as-built drawings.

The objective of this project is to rehabilitate the pump stations at the Croton Point Park Landfill. The Croton Point Park Landfill began operations in 1927. Originally located within the boundaries of the County-owned Croton Point Park, the landfill was closed in 1986 and contains more than 10 million cubic yards of municipal refuse. The park and landfill are situated on a peninsula on the Hudson River with an area of approximately 504 acres. The closed landfill contains a leachate collection system that conveys the captured leachate through a series of submersible pump stations, and eventually pumps to the Ossining Wastewater Treatment Plant. The collection system includes five submersible stations: (1) Pump Station No. 1; (2) Pump Station No. 2; (3) Condensate Pump Station; (4) Seeps Pump Station; and (5) Ball Field Pump Station. The pumps, valves, and appurtenances in the pump stations are exposed to aggressive landfill leachate and are nearing the end of their expected useful life requiring prompt attention. This agreement will benefit the public as it will ensure the continued reliable operation of the pump stations, thereby enhancing the health and environment 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 \$50,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$321,502.00. The completion date of the Agreement shall be extended to December 31, 2016.

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. 11-902 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 engineering services in connection with the Pump Station Rehabilitation Program, Croton Point Park Landfill, Croton-on-Hudson, New York. The Consultant shall provide additional design services associated with this project that address issues that have arisen which are outside of the scope of work included in the existing Agreement. Additional design services shall include the preparation of construction documents (plans and specifications), construction cost estimates, any required addenda, and 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 reviews, 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 second 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 \$321,502.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2016; 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	\$	271,502.00	(Design Services for PS Rehab Program, Croton Point Park Landfill)
This Amendment		<u>50,000.00</u>	(Additional Design Services for PS Rehab Program, Croton Point Park Landfill)
<b>TOTAL</b>	<b>\$</b>	<b>321,502.00</b>	

Agreement No. 11-902

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
	251	60	7100:7100	4420		\$50,000.00

Budget Funding Year(s): 2012 Start Date: 02/28/13 End Date: 12/31/16  
 (must match resolution)

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