

32480

TO: Board of Acquisition and Contract
FROM: Jay T. Pisco, PE
Commissioner of Public Works and Transportation
DATE: February 25, 2013
SUBJECT: Fourth Amendment (of a Multi-Phased Agreement) to Agreement No. 06-919
In the matter of Engineering Services in connection with the
Blind Brook Wastewater Treatment Plant Performance Maintenance, Rye, New York

Consultant: GHD Consulting Engineers, LLC
Amendment Amount: \$440,900.00

Pursuant to a Resolution approved on June 15, 2006, the County of Westchester ("County") entered into Agreement Number 06-919 with Stearns & Wheler, LLC ("Consultant"), One Remington Park Drive, Cazenovia, New York 13035, commencing on June 5, 2006, wherein the Consultant was to provide engineering design services associated with the Blind Brook Wastewater Treatment Plant Performance Maintenance, Rye, New York. The Agreement was thereafter amended by Resolution approved February 14, 2008, for additional engineering services associated with the addition of a second influent structure with a mechanically cleaned bar screen. The Agreement was thereafter further amended by Resolution approved December 17, 2009, for additional construction administration services associated with the construction of new screening facilities to be completed concurrently with the construction of other various facilities in conformance with performance maintenance requirements. The Agreement was thereafter further amended by Resolution approved April 5, 2012, to change the name of the Consultant to GHD Consulting Engineers, LLC and 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 new automated bar screen at the Blind Brook Wastewater Treatment Plant.

Originally, the construction phase of this project was to be complete by March 12, 2011. However, due to unforeseen conditions encountered during excavation for the new automated bar screen, construction was delayed by approximately 19 months and was to be complete by October 1, 2012. Over the past year, due to additional unforeseen conditions, including: (1) unanticipated volume of groundwater flowing from underneath the Plant Control Building; (2) frequent dewatering system malfunctions during excavation; (3) unanticipated bedrock profile that has complicated concrete work and excavation supports; (4) modifications to cured concrete due to unanticipated excavation support issues; (5) repeated Dewatering Plan revisions due to the unanticipated groundwater conditions; (6) unplanned anchor bolt adjustments requiring load testing; (7) unforeseen buried concrete structures found in the excavation area; and (8) unforeseen buried wooden shoring, sheeting, and piping abandoned in-place, construction has been further delayed by another 15 months. Construction is now expected to be complete by December 31, 2013.

Therefore, authority of your Honorable Board is 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 various performance

maintenance upgrades at the Blind Brook Wastewater Treatment Plant. 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.

The objective of this project is to construct new screening facilities concurrently with other various facilities in conformance with performance maintenance requirements at the Blind Brook Wastewater Treatment Plant in Rye, New York. This work is necessary due to extensive deterioration of the existing facilities. The addition of new screening facilities will provide redundancy for this critical wastewater treatment component that will allow maintenance to be performed on the existing channel as part of the proposed work. This project will implement the most cost-effective and environmentally compliant technologies available. Where ever 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 plant'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 \$440,900.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$1,768,700.00. The completion date of the Agreement shall be extended to December 31, 2014.

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 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 various performance maintenance upgrades at the Blind Brook Wastewater Treatment Plant. 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 fifth phase of this multi-phase project, GHD Consulting Engineers, LLC, shall be paid a fee of \$440,900.00 pursuant to an approved budget, increasing the total maximum fee to \$1,768,700.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2014; 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	\$	325,500.00	(Design Services)
First Amendment		549,500.00	(Influent Channel Design Services & Constr. Admin.)
Second Amendment		100,000.00	(Additional Construction Administration Services)
Third Amendment		352,800.00	(Continued Design Services During Construction & Constr. Admin. Services)
This Amendment		440,900.00	(Continued Design Services During Construction & Constr. Admin. Services)
TOTAL	\$	1,768,700.00	

Agreement No. 06-919

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
	322	60	SBB0600E	6120-03		\$ 213,400.00
	322	60	SBB0600I	6120-05		\$ 227,500.00

Budget Funding Year(s): 2013 Start Date: 04/05/13 End Date: 12/31/14
 (must match resolution)

Funding Source: Tax Dollars: 100% District Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
 \$ 440,900.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____