

44524

TO: Board of Acquisition and Contract

FROM: Jay T. Pisco, PE
Commissioner of Public Works and Transportation

DATE: February 3, 2015

SUBJECT: Authority to Enter into Agreement #15-904
In the matter of Engineering Services in connection with an
Alternate Water Supply Evaluation for Southern Section of the Kensico-Bronx Pipeline,
Westchester County Water District No. 1

Consultant: GHD Consulting Services Inc.
Agreement Amount: \$45,800.00

Authority of your Honorable Board is requested to enter into an Agreement in connection with engineering services for an Alternate Water Supply Evaluation for Southern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1. The consultant shall provide study services associated with this project. For study services, the consultant shall provide data acquisition, verify existing site conditions, perform environmental testing and analysis, develop alternate solutions with associated cost estimates, prepare a draft report for review, and issue a final report indicating recommended options.

The objective of this project will be to provide an evaluation associated with utilizing Shaft 3 of New York City Water Tunnel No. 2 as an alternate back-up supply for the southern section to the Westchester County Water District No. 1 48-inch diameter Kensico-Bronx pipeline. The southern end of the 48-inch diameter pipeline, which draws water from the New York City Delaware Aqueduct at Shaft 22, supplies 90% of the water to Mount Vernon and 48% of the water to Yonkers. A major break in this pipe would leave the areas affected in each city with no water. This work is necessary to provide the basis for an alternate method to supply the Cities of Mount Vernon and Yonkers with potable water when, and if, the Lower Kensico line is out of service. This agreement will benefit the public as it ensures the residents of Mount Vernon and Yonkers will have the proper water supply in the event the Lower Kensico line is out of service, thereby promoting public health policies and laws.

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.

On October 8, 2014, the Professional Prequalification Board was canvassed for the purpose of generating an eligible list of qualified firms to provide miscellaneous professional services for an estimated fee not-to-exceed \$100,000. The Professional Prequalification Board approved a list of sixteen (16) qualified firms. The list was reviewed by the Professional Selection Board on November 12, 2014, whereby three firms were selected to possibly perform said services.

By Resolution approved January 15, 2015, your Honorable Board authorized the County to negotiate with the firm of GHD Consulting Services Inc., One Remington Park Drive, Cazenovia, New York 13035, and a proposal was submitted for engineering services for an Alternate Water Supply Evaluation for Southern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1, for a total fee of \$45,800.00, pursuant to an approved budget.

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

RESOLUTION

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

RESOLVED, that approval is hereby granted to enter into an Agreement with the firm of GHD Consulting Services Inc., One Remington Park Drive, Cazenovia, New York 13035, for engineering services for an Alternate Water Supply Evaluation for Southern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1. The consultant shall provide study services associated with this project. For study services, the consultant shall provide data acquisition, verify existing site conditions, perform environmental testing and analysis, develop alternate solutions with associated cost estimates, prepare a draft report for review, and issue a final report indicating recommended options; and be it further

RESOLVED, that for services rendered in accordance with the consultant's proposal, a total compensation of \$45,800.00 shall be provided, pursuant to an approved budget; and be it further

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption (s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate the Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the consultant, then the consultant shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the Agreement shall commence upon the consultant's receipt of written notice from the Commissioner of Public Works and Transportation or his designee and that the completion date shall be December 31, 2016; 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

Agreement No. 15-904

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	241	60	5110-5110	4420-WAFS	N/A	\$ 45,800.00

Budget Funding Year(s): 2015 Start Date: 03/15/15 End Date: 12/31/16
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$45,800.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____