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**TO:** Board of Acquisition and Contract

**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation

**DATE:** December 11, 2018

**SUBJECT:** Fifth Amendment to Agreement No. 13-916  
In the matter of Engineering Services in connection with an  
Alternate Water Supply for the Northern Section of the Kensico-Bronx Pipeline,  
Westchester County Water District No. 1, Cities of White Plains, Mount Vernon, and Yonkers,  
and Village of Scarsdale, New York

**Consultant:** **GHD Consulting Services Inc.**  
**Amendment Amount:** **\$160,360.00**

*Subconsultant Approval:* *LPI Consulting Engineers, Inc.*

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Pursuant to a Resolution approved on July 25, 2013, the County of Westchester ("County") entered into Agreement Number 13-916 (the "Agreement") with GHD Consulting Engineers, LLC ("Consultant"), One Remington Park Drive, Cazenovia, New York 13035, commencing on August 1, 2013, wherein the Consultant was to provide engineering services associated with an Alternate Water Supply for the Northern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1, Cities of White Plains, Mount Vernon, and Yonkers, and Village of Scarsdale, New York. The Agreement was thereafter amended by Resolution approved February 20, 2014, consenting to the assignment of Agreement Number 13-916 with GHD Consulting Engineers, LLC to GHD Consulting Services Inc. The Agreement was thereafter further amended by Resolution approved May 21, 2015, for additional design services associated with an Alternate Water Supply for the Northern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1, Cities of White Plains, Mount Vernon, and Yonkers, and Village of Scarsdale, New York. The Agreement was thereafter further amended by Resolution approved November 24, 2015, for additional construction administration services associated with an Alternate Water Supply for the Northern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1, Cities of White Plains, Mount Vernon, and Yonkers, and Village of Scarsdale, New York. The Agreement was thereafter further amended by Resolution approved May 11, 2017, for additional design services during construction and construction administration services associated with an Alternate Water Supply for the Northern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1, Cities of White Plains, Mount Vernon, and Yonkers, and Village of Scarsdale, New York.

This project involves the installation of two Ultraviolet ("UV") Treatment Facilities in the City of White Plains (one at Central Avenue and one at Orchard Street) that will serve Westchester County Water District No. 1. During the ongoing construction phase, various issues have arisen which are outside of the scope of work included in the existing Agreement. These items include additional services resulting from UV transmittance analyzer failure, unforeseen programming changes, auto-dialer modifications, generator testing issues, corroded transfer switches replacement, Con Edison gas service installation, construction contract change order negotiations, pipe material assessment, grinder pump installation, and pipe installation delays.

Authority of your Honorable Board is therefore requested to amend the existing Agreement to provide for additional design services during construction and construction administration services for an Alternate Water Supply for the Northern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1, Cities of White Plains, Mount Vernon, and Yonkers, and Village of Scarsdale, New York. The additional design services during construction shall consist 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 provide Westchester County Water District No. 1 ("WCWD #1") with an alternate supply of UV treated water, from Shaft 22 of the Delaware Aqueduct to the Northern Section of the Kensico-Bronx Pipeline, that will achieve compliance with the EPA's LT2 Rule. The Kensico-Bronx Pipeline is a 48-inch cast iron pipe that conveys water from the Kensico Reservoir in Valhalla to the Westchester/Bronx border line. WCWD #1 owns and operates the Kensico-Bronx Pipeline to supply water to White Plains, Scarsdale, Yonkers, and Mount Vernon. The Kensico-Bronx Pipeline is connected to its primary supply at two points: (1) to the Kensico Reservoir at the north end; and (2) to Shaft 22 of the Delaware Aqueduct near the midpoint of the pipeline in Northeast Yonkers. Areas served by connections north of Shaft 22, which includes White Plains, Scarsdale, and the northern part of Yonkers, are normally supplied from the Kensico Reservoir. Areas served by connections south of Shaft 22, which includes Mount Vernon and the southern part of Yonkers, are normally supplied from Shaft 22 which transmits water from the New York City Department of Environmental Protection ("NYCDEP") Catskill-Delaware UV Disinfection Facility which is in compliance with the EPA's LT2 Rule. The work required under this project will implement recommendations from a study that assessed the hydraulic and chemical feed systems at Shaft 22 and the major interconnections to the Kensico-Bronx Pipeline in order to determine the feasibility and best option to backfeed the northern portion of WCWD #1 from Shaft 22. This agreement will benefit the public as it will ensure that the County's operations are safe and environmentally compliant, thereby enhancing the health and general welfare of County residents.

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 \$160,360.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$1,818,736.00. The completion date of the Agreement shall remain December 31, 2019.

In addition, GHD Consulting Services Inc., has requested the utilization of the following subconsultant: LPI Consulting Engineers, Inc. (Pipe Material Testing), 304 Hudson Street, New York, New York 10013.

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.

# RESOLUTION

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

RESOLVED, that the existing Agreement No. 13-916 (the "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 an Alternate Water Supply for the Northern Section of the Kensico-Bronx Pipeline, Westchester County Water District No. 1, Cities of White Plains, Mount Vernon, and Yonkers, and Village of Scarsdale, New York. The additional design services during construction shall consist 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, GHD Consulting Services Inc., shall be paid a fee of \$160,360.00 pursuant to an approved budget, increasing the total maximum fee to \$1,818,736.00; 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 use of the following subconsultant also be approved: LPI Consulting Engineers, Inc. (Pipe Material Testing), 304 Hudson Street, New York, New York 10013; 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	\$ 731,816.68	(Design & Const. Admin. Services)
First Amendment	0.00	(Assignment)
Second Amendment	718,732.32	(Additional Design Services)
Third Amendment	79,487.00	(Additional Construction Administration Services)
Fourth Amendment	128,340.00	(Additional Design Services During Construction & Constr. Admin. Services)
This Amendment	160,360.00	(Additional Design Services During Construction & Constr. Admin. Services)
<b>TOTAL</b>	<b>\$ 1,818,736.00</b>	

Agreement No. 13-916

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
<i>2013 Operating</i>	241	60	5110	4380	N/A	\$ 160,360.00

Budget Funding Year(s): 2018 Start Date: 08/01/13 End Date: 12/31/19  
 (must match resolution)

Funding Source: Tax Dollars: 100% District Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$ 160,360.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_