

**70691**

**TO:** Board of Acquisition and Contract  
**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation  
**DATE:** July 16, 2019  
**SUBJECT:** Fourth Amendment to Agreement No. 13-914  
in the matter of Engineering Services in connection with Post Storm Rehabilitation – Phase I,  
Yonkers Joint Wastewater Treatment Plant, Yonkers, New York

**Consultant:** Arcadis CE Inc.  
**Amendment Amount:** \$385,105.00

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Pursuant to a Resolution approved on July 25, 2013, the County of Westchester (“County”) entered into Agreement Number 13-914 (“Agreement”) with Malcolm Pirnie, Inc. (“Consultant”), 44 South Broadway, 9<sup>th</sup> Floor, White Plains, New York 10601, wherein the Consultant was to provide design and construction administration services associated with Post Storm Rehabilitation – Phase I, Yonkers Joint Wastewater Treatment Plant, Yonkers, New York. The Agreement was thereafter amended by Resolution approved December 18, 2014, for additional design and construction administration services associated with Post Storm Rehabilitation – Phase I, Yonkers Joint Wastewater Treatment Plant, Yonkers, New York. The Agreement was thereafter further amended by Resolution approved January 14, 2016, to change the name of the Consultant to Arcadis CE Inc. The Agreement was thereafter further amended by Resolution approved December 7, 2017, for additional design and construction administration services associated with Post Storm Rehabilitation – Phase I, Yonkers Joint Wastewater Treatment Plant, Yonkers, New York and to extend the term of the Agreement to December 31, 2020.

This project involves the design and construction administration of multiple construction contracts. During the design phase of this project, several tasks not included in the existing Agreement were identified. The County requested that the Consultant provide additional design and construction administration services required for these tasks that are beyond the services included in the existing Agreement. The additional design and construction administration services are associated with chopper mixing pump issues, programming and input of Operations and Maintenance Manual for new equipment, and unanticipated construction schedule delays.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with Post Storm Rehabilitation – Phase I, Yonkers Joint Wastewater Treatment Plant, Yonkers, 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 provide professional engineering services associated with storm damage sustained at the Yonkers Joint Wastewater Treatment Plant (“YJWWTP”). Beginning on the evening of October 29, 2012, and continuing into the early morning of October 30, 2012, an unprecedented tidal surge along the Hudson River during Superstorm Sandy completely inundated the YJWWTP. Flooding of basements and tunnels throughout YJWWTP resulted in extensive damage to equipment and systems. Some of the damaged facilities, equipment, and systems that were repaired immediately following the storm have experienced failures due to corrosion from the salt residue left behind from the receding brackish waters of the Hudson River. Many electrical cables that provide power and wires that provide controls are corroding, thereby causing systems to fail. These systems are integral components to the safe, long-term operation of the facility. 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 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 \$385,105.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$2,835,393.91. The completion date of the Agreement shall remain December 31, 2020.

It should be noted that the County anticipates reimbursement of some of the costs hereof from disaster assistance through the Federal Emergency Management Agency (“FEMA”).

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 Number 13-914 (“Agreement”) between the County of Westchester (“County”) and Arcadis CE Inc. (“Consultant”), 44 South Broadway, 9<sup>th</sup> Floor, White Plains, New York 10601, be amended to provide for engineering services in connection with Post Storm Rehabilitation – Phase I, Yonkers Joint Wastewater Treatment Plant, Yonkers, 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 for the additional services rendered in accordance with the Consultant’s proposal, Arcadis CE Inc., shall be paid a fee of \$385,105.00 pursuant to an approved budget, increasing the total maximum fee to \$2,835,393.91; 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.

Original Agreement	\$ 719,463.86	(Design & CA Services – Post Storm Rehabilitation – Phase I, YJWWTP)
First Amendment	1,437,988.30	(Additional Design & CA Services – Post Storm Rehabilitation – Phase I, YJWWTP)
Second Amendment	0.00	(Name Change)
Third Amendment	292,836.75	(Additional Design & CA Services – Post Storm Rehabilitation – Phase I, YJWWTP)
This Amendment	385,105.00	(Additional Design & CA Services – Post Storm Rehabilitation – Phase I, YJWWTP)
TOTAL	\$ 2,835,393.91	

**Agreement No. 13-914**

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
<i>Design Services</i>	322	60	SY04301S	6120-03	BA #180-2012	\$ 167,581.00
<i>CA Services</i>	322	60	SY04301S	6120-05	BA #180-2012	\$ 217,524.00

Budget Funding Year(s): 2019 Start Date: 07/25/13 End Date: 12/31/20  
 (must match resolution)

Funding Source: Tax Dollars: 10% County (\$38,510.50) Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$385,105.00 Federal Aid: 90% Federal (\$346,594.50) Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_