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**TO:** Board of Acquisition and Contract

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

**DATE:** September 8, 2020

**SUBJECT:** First Amendment to Agreement No. 16-932 in the matter of Engineering Services in connection with Process Equipment Improvements, Blind Brook Water Resource Recovery Facility, Rye, New York

**Consultant:** **GHD Consulting Services Inc.**

**Amendment Amount:** **\$1,087,870.00**

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The County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department") entered into Agreement Number 16-932 ("Agreement"), dated March 21, 2017, with GHD Consulting Services Inc. ("Consultant"), 5788 Widewaters Parkway, Syracuse, New York 13214, wherein the Consultant was to provide design services associated with Process Equipment Improvements, Blind Brook Water Resource Recovery Facility, Rye, New York. The Agreement expires on December 31, 2021.

The engineering services included in the original Agreement have been in progress. The County has been satisfied with the quality of services provided to date. The Consultant has developed several options for the proposed work that have been reviewed by the County as the basis for final design. The County has requested that the Consultant provide additional design services not included in the original Agreement. In addition, construction administration services are required at this time.

Authority of your Honorable Board is therefore requested to amend the existing Agreement between the County and the Consultant to provide for additional engineering services in connection with Process Equipment Improvements, Blind Brook Water Resource Recovery Facility, Rye, New York. The Consultant shall provide additional design services and construction administration services associated with this project. Additional design services shall include the preparation of construction contract documents (drawings and specifications), construction cost estimates, any required addenda, and a 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 review, 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.

Board of Acquisition and Contract  
Agreement No. 16-932, First Amendment  
Process Equipment Improvements  
Blind Brook Water Resource Recovery Facility  
Rye, New York  
GHD Consulting Services Inc.  
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The objective of this project is to rehabilitate, upgrade, and replace various items of equipment and systems at the Blind Brook Water Resource Recovery Facility. The existing equipment and systems are at the end of their useful life and require extensive maintenance which involves down time. Equipment or systems to be replaced or rehabilitated will include, but not be limited to: HVAC equipment not included in the performance maintenance project (Capital Project SBB06); primary sludge and sludge transfer pumps including associated piping and valves; primary clarifier scum pit piping and valves; aeration tank influent and effluent sluice gates; upgrade of aeration blowers and all aeration blower piping; piping, valves and controls for caustic and hypochlorite tanks associated with the odor control scrubbers; plant and service water system upgrade; replacement of return activated sludge (“RAS”) discharge isolation valves, final clarifier drain valves and plant effluent water system including pumps and associated valves; demolition and removal of obsolete boilers and fuel oil storage tanks at the Pump House Building; and installation of security system improvements. Preliminary design will include a review of the sludge force main to the Port Chester Water Resource Recovery Facility. All equipment upgrades will include integration into the supervisory control and data acquisition (“SCADA”) system. This agreement will benefit the public as it will ensure that the facility’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 \$1,087,870.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$1,928,770.00. The completion date of the Agreement shall be extended to December 31, 2025.

The Department 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 No. 16-932 (“Agreement”) between the County of Westchester (“County”), acting by and through its Department of Public Works and Transportation (“Department”), and GHD Consulting Services Inc. (“Consultant”), 5788 Widewaters Parkway, Syracuse, New York 13214, be amended to provide for additional engineering services in connection with Process Equipment Improvements, Blind Brook Water Resource Recovery Facility, Rye, New York. The Consultant shall provide additional design services and construction administration services associated with this project. Additional design services shall include the preparation of construction contract documents (drawings and specifications), construction cost estimates, any required addenda, and a 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 review, 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, the Consultant shall be paid a fee of \$1,087,870.00 pursuant to an approved budget, increasing the total maximum fee to \$1,928,770.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2025; 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	\$ 840,900.00	(Design Services)
This Amendment	<u>1,087,870.00</u>	(Additional Design Services and Construction Administration Services)
<b>TOTAL</b>	<b>\$ 1,928,770.00</b>	

**Agreement No. 16-932**

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	322	60	SBB07-01-E	6120-03	BA #103-2020	\$463,770.00
	322	60	SBB07-01-I	6120-05	BA #103-2020	\$624,100.00

Budget Funding Year(s): 2020 Start Date: 03/21/17 End Date: 12/31/25  
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$1,087,870.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_