

**87566**

**TO:** Board of Acquisition and Contract  
**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation  
**DATE:** September 21, 2021  
**SUBJECT:** Authorization to extend the term of Agreement No. 11-923 with GHD Consulting Services Inc. retroactively from December 31, 2020 until December 31, 2022

Authority of your Honorable Board is requested to extend the term of Agreement Number 11-923 (the "Agreement") between the County of Westchester (the "County") and GHD Consulting Services Inc. (the "Consultant"), 5788 Widewaters Parkway, Syracuse, New York 13214, for the provision of engineering services for the Mechanical and Sludge Handling Upgrades, Peekskill Wastewater Treatment Plant, Peekskill, New York, retroactively from December 31, 2020 until December 31, 2022. The original Agreement, for design services, was executed on September 26, 2011 in the amount of \$119,000.00. The Agreement was thereafter amended by Resolution approved March 28, 2013, for additional design services and construction administration services in the amount of \$254,500.00 and to extend the term until December 31, 2017. On February 20, 2014, your Honorable Board authorized the County to execute an agreement consenting to the assignment of the Agreement from GHD Consulting Engineers, LLC to GHD Consulting Services Inc. The Agreement was thereafter further amended by Resolution approved April 14, 2016, for additional design services during construction and construction administration services in the amount of \$184,847.00. The total Agreement plus Amendments is for a total amount not to exceed \$558,347.00. The Agreement expired on December 31, 2017. The Agreement was thereafter amended by Resolution approved November 21, 2019, to extend the term retroactively until December 31, 2020.

The engineering services included in the original Agreement are in progress. The County has been satisfied with the quality of services provided to date. Additional services required include assistance with warranty repairs, and completion of documentation required by the New York State Environmental Facilities Corporation as well as clarifier equipment issues. Therefore, the professional services of the Consultant will be required beyond the original completion date in order to provide the remaining engineering services associated with this project. Attached is a Resolution requesting an extension of the Agreement retroactively from December 31, 2020 until December 31, 2022 with no increase in the not to exceed amount of \$558,347.00.

The objective of this term extension is in the County's best interest as it will provide for uninterrupted professional services pursuant to the Agreement for the Department project contained herein.

Except as specifically amended hereby, all other terms and conditions of the Agreement will remain the same.

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. It is recognized and understood that the County shall evaluate the performance of this contract by the Consultant and shall use such evaluation in deciding to award future contracts to the Consultant.

I urge your favorable consideration of the annexed proposed Resolution.

# RESOLUTION

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

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Public Works and Transportation, be and is hereby authorized to amend Agreement No. 11-923 (the "Agreement") with GHD Consulting Services Inc. (the "Consultant"), 5788 Widewaters Parkway, Syracuse, New York 13214, for the provision of engineering services for the Mechanical and Sludge Handling Upgrades, Peekskill Wastewater Treatment Plant, Peekskill, New York by extending the term retroactively from December 31, 2020 until December 31, 2022; and be it further

RESOLVED, that all other terms and conditions of the Agreement, including the not to exceed amount of \$558,347.00 shall remain the same; 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 and appropriate to effectuate the purposes hereof.

Original Agreement	\$	119,000.00	(Design Services - Mechanical & Sludge Handling Upgrades)
First Amendment		254,500.00	(Additional Design Services & CA Services - Mechanical & Sludge Handling Upgrades)
Assignment		0.00	(Assignment of Agreement)
Second Amendment		184,847.00	(Additional DSDC & CA Services - Mechanical & Sludge Handling Upgrades)
Third Amendment		0.00	(Term Extension)
This Amendment		0.00	(Term Extension)
<b>TOTAL</b>	<b>\$</b>	<b>558,347.00</b>	

**Agreement No. 11-923**

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	322	60	SPK1200E	6120-03	BA #132-2013	N/A
	322	60	SPK1200I	6120-05	BA #132-2013	N/A

Budget Funding Year(s): 2021 Start Date: 09/26/11 End Date: 12/31/2022  
 (must match resolution)

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