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TO: Board of Acquisition and Contract

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

DATE: December 10, 2024

SUBJECT: Sixth Amendment to Agreement No. 11-935 in the matter of Engineering Services in connection with the Tarrytown Pump Station Rehabilitation, Saw Mill Sewer District, Tarrytown, New York

Consultant: Hazen and Sawyer, D.P.C.
Amendment Amount: \$561,856.00

Pursuant to a Resolution approved on December 22, 2011, the County of Westchester (“County”) entered into Agreement Number 11-935 (“Agreement”) with Hazen and Sawyer, P.C. (“Consultant”), 498 Seventh Avenue, New York, New York 10018, commencing on January 24, 2012, wherein the Consultant was to provide design and construction administration (“CA”) services in connection with the Tarrytown Pump Station Rehabilitation, Saw Mill Sewer District, Tarrytown, New York. The Agreement was thereafter amended by Resolution approved on October 2, 2014, to provide additional design services associated with the Tarrytown Pump Station Rehabilitation. The Agreement was thereafter further amended by Resolution approved on October 19, 2017, to provide additional design and CA services associated with the Tarrytown Pump Station Rehabilitation. The Agreement was thereafter further amended by Resolution approved on October 11, 2018, to change the name of the Consultant to Hazen and Sawyer, D.P.C., to provide additional design and CA services associated with the Tarrytown Pump Station Rehabilitation, and to extend the term of the Agreement to December 31, 2023. The Agreement was thereafter further amended by Resolution approved on February 6, 2020, to provide additional design and CA services associated with the Tarrytown Pump Station Rehabilitation, and to extend the term of the Agreement to December 31, 2024. The Agreement was thereafter further amended by Resolution approved on November 23, 2021, to provide additional design and CA services associated with the Tarrytown Pump Station Rehabilitation, and to extend the term of the Agreement to December 31, 2026.

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 Tarrytown Pump Station is being rehabilitated in two (2) phases. During the Phase I construction of this project, unexpected conditions were encountered which required additional work to complete the specified project including: pump vibration issues associated with the Xylem/GA Fleet dry pit submersible pumps, including pump seal failure, bearing failure, FEA Analysis, root cause investigations and implementation of additional work to address these issues. In addition, during the Phase II design of this project, the Consultant has developed several options for the proposed work that have been reviewed by the County as the basis for final design. The following additional tasks have been identified that are not included in the existing Agreement: (1) design of a new stair tower at the pump station, revisions to the water service to the station and new Administration building concrete rework, required additional engineering services including on-site investigations, meetings and production of additional design services during construction documents (“DSDC”). These issues have extended construction management oversight to support the Contractor’s completion of remaining Contract work. The extended or additional out of scope work includes: (1) Phase I CA Services – Xylem; (2) Phase I Pump Station DSDC items; (3) Phase II Pump Station Design Items; (4) Phase II Pump Station DSDC – Administration Building Concrete; (5) Phase II Pump Station CA - Administration Building Concrete; (6) Phase II Pump Station CA items; and (7) Additional Design/CA Allowance.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with the Tarrytown Pump Station Rehabilitation, Saw Mill Sewer District, Tarrytown, New York. The Consultant shall provide additional design and CA services associated with this project which are outside of the scope of work included in the existing Agreement. 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 additional DSDC consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings. For additional CA 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 rehabilitate essential systems and components at the Tarrytown Pump Station. This work is necessary to improve the energy efficiency and reliability of the pump station's integral systems. Neglecting to upgrade these critical elements of the pump station may result in a failure, including the occurrence of a sewage overflow emergency that could allow sewage into the surrounding properties and cause violations of the pump station's State Pollutant Discharge Elimination System ("SPDES") Permit. This Agreement will benefit the public as it will ensure that the pump station'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 \$561,856.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$5,180,624.27. The completion date of the Agreement shall be extended to December 31, 2027.

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.

HIG/LR/AS/cg

RESOLUTION

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

RESOLVED, that the County of Westchester ("County") is hereby authorized to further amend Agreement No. 11-935 ("Agreement") with Hazen and Sawyer, D.P.C. ("Consultant"), 498 Seventh Avenue, New York, New York 10018, to provide for additional engineering services in connection with the Tarrytown Pump Station Rehabilitation, Saw Mill Sewer District, Tarrytown, New York. The Consultant shall provide additional design and construction administration services associated with this project which are outside of the scope of work included in the existing Agreement. 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 additional 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 additional 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 \$561,856.00 pursuant to an approved budget, increasing the total maximum fee to \$5,180,624.27; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2027; 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	\$	799,636.00	(Design & CA Services – Tarrytown Pump Station Rehabilitation)
First Amendment		99,942.00	(Additional Design Services – Tarrytown Pump Station Rehabilitation)
Second Amendment		1,529,930.27	(Additional Design & CA Services – Tarrytown Pump Station Rehabilitation)
Third Amendment		460,361.00	(Additional Design & CA Services – Tarrytown Pump Station Rehabilitation)
Fourth Amendment		1,126,184.00	(Additional Design & CA Services – Tarrytown Pump Station Rehabilitation)
Fifth Amendment		602,715.00	(Additional Design & CA Services – Tarrytown Pump Station Rehabilitation)
This Amendment		561,856.00	(Additional Design & CA Services – Tarrytown Pump Station Rehabilitation)
TOTAL	\$	5,180,624.27	

Agreement No. 11-935, A6

Account to be Charged/ Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	322	60	SSM74-01-E	6120-03	BA #159-2021	\$ 204,200.00
	322	60	SSM74-01-I	6120-05	BA #159-2021	\$ 357,656.00

Budget Funding Year(s): 2021 Start Date: 01/24/12 End Date: 12/31/27
(must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
State Aid: _____ Social Security No.: _____
\$ 561,856.00 Federal Aid: _____ Vendor No.: _____
(must match resolution) Other: _____ Encumbrance No.: _____