

ID #112883

TO: Board of Acquisition and Contract

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

DATE: January 21, 2026

SUBJECT: Authorization to extend the term of Agreement No. 03-941 with GHD Consulting Services Inc. retroactively from December 31, 2025 until December 31, 2027

Pursuant to a Resolution approved on September 2, 2004, the County of Westchester ("County") entered into Agreement Number 03-941 ("Agreement") with Stearns & Wheler, LLC ("Consultant"), 5788 Widewaters Parkway, Syracuse, New York 13214, commencing on September 6, 2004, wherein the Consultant was to provide engineering services associated with the Phase I - Pump Station Rehabilitation Program of Various Locations in Westchester County, New York for a total amount not to exceed \$1,614,324.00. The original Agreement completion date was December 31, 2009.

The Agreement was thereafter amended pursuant to a Resolution approved October 16, 2008 ("First Amendment"), to provide for engineering services associated with the Phase II - Pump Station Rehabilitation Program of Various Locations in the Mamaroneck and New Rochelle Sewer Districts and extend the term of the Agreement to December 31, 2012. The Agreement fee was increased by an additional \$1,372,600.00 to an amended amount not-to-exceed \$2,986,924.00.

The Agreement was thereafter further amended pursuant to a Resolution approved February 21, 2013 ("Second Amendment"), in order to: (i) change the name of the Consultant from Stearns & Wheler, LLC to GHD Consulting Engineers, LLC; (ii) provide for design and construction administration services associated with Phase III - Pump Station Rehabilitation Program in the Mamaroneck Sewer District; and (iii) extend the term of the Agreement to December 31, 2017. The Agreement fee was increased by an additional \$1,181,000.00 to an amended amount not-to-exceed \$4,167,924.00.

The Agreement was thereafter further amended by Resolution approved July 25, 2013 ("Third Amendment"), to provide for continued construction administration services and design services during construction for the additional time during which construction activities have been extended in connection with the Phase II - Pump Station Rehabilitation Program in the New Rochelle Sewer District. The Agreement fee was increased by an additional \$149,000.00 to an amended amount not-to-exceed \$4,307,924.00.

The Agreement was thereafter further amended pursuant to a Resolution approved February 20, 2014 ("Fourth Amendment"), to assign the Agreement from GHD Consulting Engineers, LLC to GHD Consulting Services Inc. and to provide for additional construction administration services and design services during construction for the additional time during which construction activities have been extended in connection with the Phase II - Pump Station Rehabilitation Program in the New Rochelle Sewer District. The Agreement fee was increased by an additional \$93,000.00 to an amended amount not-to-exceed \$4,400,924.00.

The Agreement was thereafter further amended pursuant to a Resolution approved October 25, 2018 ("Fifth Amendment"), to provide for additional construction administration services and design services during construction for the additional time during which construction activities have been extended in connection with the Phase III - Pump Station Rehabilitation Program in the Mamaroneck Sewer District and to extend the term of the

Agreement to December 31, 2021. The Agreement fee was increased by an additional \$202,011.00 to an amended amount not-to-exceed \$4,602,935.00.

The Agreement was thereafter further amended pursuant to a Resolution approved March 25, 2021 (“Sixth Amendment”), to provide for additional design services and construction administration services in connection with the Phase III - Pump Station Rehabilitation Program in the Mamaroneck Sewer District and to extend the term of the Agreement to December 31, 2025. The Agreement fee was increased by an additional \$595,600.00 to an amended amount not-to-exceed \$5,198,535.00.

The engineering services included in the original Agreement are in progress. The County has been satisfied with the quality of services provided to date. This is a multiple phase project. The project is currently in construction for Phase III of the Pump Station Rehabilitation Program, which includes Cove Road Pump Station and Edgewater Point Pump Station (both in the Mamaroneck Sewer District) and the Notice to Proceed end date is July 29, 2026. However, the project has been delayed by community coordination and unforeseen conditions. The project start was delayed in order to properly notify impacted residents and document existing conditions prior to installation of sheeting. Regarding unforeseen conditions, at one of the sites, a miss-marked waterline is actually encroaching in the construction area. A request is being made for the relocation of the waterline, to the water company and the Health Department. The required review and approval and subsequent waterline relocation by the water company contractor is anticipated to delay the overall construction and closeout of the County project. Therefore, the professional services of the Consultant will be required beyond the current completion date in order to provide the remaining engineering services and construction administration services associated with this project.

Authority of your Honorable Board is therefore requested to further amend the existing Agreement with the Consultant to extend the end date of the Agreement retroactively from December 31, 2025 until December 31, 2027 with no increase in the not-to-exceed amount of \$5,198,535.00.

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.

The original intent of this Agreement was to have the design and construction administration performed in multiple phases as subsequent funding became available. The initial design phase defined the scope of work and required budget for the subsequent phases of design and construction administration for which funding has been approved.

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.

HJG/LR/cg

RESOLUTION

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

RESOLVED, that the County of Westchester (“County”), acting by and through its Department of Public Works and Transportation (“Department”), be and is hereby authorized to further amend Agreement No. 03-941 (“Agreement”) with GHD Consulting Services Inc. (“Consultant”), 5788 Widewaters Parkway, Syracuse, New York 13214, in connection with engineering services for Phase III of the Pump Station Rehabilitation Program, which includes Cove Road Pump Station and Edgewater Point Pump Station (both in the Mamaroneck Sewer District) by extending the term retroactively from December 31, 2025 until December 31, 2027; and be it further

RESOLVED, that all other terms and conditions of the Agreement, including the not to exceed amount of \$5,198,535.00 shall remain the same; 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	\$	1,614,324.00	(Phase I Design & Const. Admin. Services)
First Amendment		1,372,600.00	(Phase II Design & Const. Admin. Services)
Second Amendment		1,181,000.00	(Phase III Design & Const. Admin. Services)
Third Amendment		140,000.00	(Phase II Continued CA Services and Design Services During Construction)
Fourth Amendment		93,000.00	(Phase II Additional CA Services and Design Services During Construction)
Fifth Amendment		202,011.00	(Phase III Additional CA Services and Design Services During Construction)
Sixth Amendment		595,600.00	(Phase III Additional Design & Const. Admin. Services)
This Amendment		0.00	(Term Extension to 12/31/2027)
TOTAL	\$	5,198,535.00	

Agreement No. 03-941

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	322	60	SM075-07-E	6120-03	BA #125-2006 BA #69-2014	N/A
	322	60	SM075-07-I	6120-05	BA #125-2006 BA #69-2014	N/A
	322	60	SM075-08-E	6120-03	BA #134-2011 BA #69-2014	N/A
	322	60	SM075-08-I	6120-05	BA #134-2011 BA #69-2014	N/A

Budget Funding Year(s): 2026 Start Date: 09/06/04 End Date: 12/31/27
 (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.: _____