

12753

TO: Board of Acquisition and Contract

FROM: John J. Hsu, PE
Commissioner of Public Works

DATE: July 9, 2010

SUBJECT: First Amendment (of a Multi-Phased Agreement) to Agreement No. 08-926
In the matter of Engineering Services in connection with the
Emergency Generator Replacement, Yonkers Joint Wastewater Treatment Plant,
Yonkers, New York

Consultant: Camp Dresser & McKee
Amendment Amount: \$488,400.00

Authority of your Honorable Board is requested to amend the existing Agreement between the County of Westchester and Camp Dresser & McKee, 100 Crossways Park West, Suite 415, Woodbury, New York 11797. The original Agreement dated July 15, 2008, was for engineering services in connection with the Emergency Generator Replacement, Yonkers Joint Wastewater Treatment Plant, Yonkers, New York.

This project is currently in the design phase. Consolidated Edison ("Con Ed") recently reviewed the progress design documents and notified the County that Con Ed requires bus differential protection as backup protection to ensure that on a fault in the Yonkers Joint Wastewater Treatment Plant's (the "plant") 15kV switchgear, the plant's relay will trip the main and tie breakers before the Con Ed protection trips. In order to meet this new requirement, the consultant investigated various options for providing a new main switchgear at the plant as a replacement for the existing 30 plus year old gear. The Department of Environmental Facilities, the Department of Public Works, and the consultant have evaluated the various options and have selected the most viable option meeting the operational and technical requirements as well as the budgetary constraints.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with the Emergency Generator Replacement at the plant. The consultant shall provide design and construction administration services associated with this project. Design services are related to the new main switchgear and shall include the preparation of construction documents (plans and specifications), construction cost estimates, any required addenda, and 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 reviews, attendance at project meetings, periodic site visits and preparation of as-built drawings. For construction administration services related to the entire project, 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 will be to replace the existing 1,300 KW turbine generator with a larger emergency generator and automatic transfer switch. The existing emergency generator has failed to start on numerous occasions, has become unreliable during power outages and is undersized for the loads the plant has today. The additional services provided by the consultant under this Amendment will ensure that all of Con Ed's requirements are satisfied and that all construction work is in conformance with the contract documents. This project will implement the most cost-effective and environmentally compliant technologies available which will provide long-term energy conservation. This agreement will benefit the public as it will insure that the plant will

have power during an emergency so that operations are safely maintained and environmentally compliant, thereby enhancing the health and general welfare of the residents of Westchester County. Neglecting to upgrade this critical element of the plant 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 plant's State Pollution Discharge ("SPDES") permit.

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.

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 \$488,400.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$1,048,500.00. The completion date of the Agreement shall be extended to December 31, 2014.

Proposed form of Resolution to accomplish the foregoing is attached hereto.

RESOLUTION

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

RESOLVED, that the existing Agreement between the County of Westchester and Camp Dresser & McKee, 100 Crossways Park West, Suite 415, Woodbury, New York 11797, be amended to provide for engineering services in connection with the Emergency Generator Replacement, Yonkers Joint Wastewater Treatment Plant, Yonkers, New York. The consultant shall provide design and construction administration services associated with this project. Design services are related to the new main switchgear and shall include the preparation of construction documents (plans and specifications), construction cost estimates, any required addenda, and 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 reviews, attendance at project meetings, periodic site visits and preparation of as-built drawings. For construction administration services related to the entire project, 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 for the second phase of this multi-phase project, Camp Dresser & McKee, shall be paid a fee of \$488,400.00 pursuant to an approved budget, increasing the total maximum fee to \$1,048,500.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2014; 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.

JJH/LR/AS

Original Agreement	\$	560,100.00	(Design of Emergency Generator Replacement)
This Amendment		<u>488,400.00</u>	(Design of New Main Switchgear and Construction Administration Services)
TOTAL	\$	1,048,500.00	

Agreement No. 08-926

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
<i>Design of New Main Switchgear</i>	322	60	SY01400E	6120-03		\$ 149,300.00
<i>Constr. Administration</i>	322	60	SY01400I	6120-05		\$ 339,100.00
					Total:	\$ 488,400.00

Budget Funding Year(s): 2010 Start Date: 08/01/10 End Date: 12/31/14
 (must match resolution)

Funding Source: Tax Dollars: <u>100% District</u>	Contractor Federal I.D. No./
State Aid: _____	Social Security No.: <u>04-2473650</u>
<u>\$ 488,400.00</u> Federal Aid: _____	Vendor No.: _____
(must match resolution) Other: _____	Encumbrance No.: _____