

28555

TO: Board of Acquisition and Contract
FROM: Jay T. Pisco, PE
Commissioner of Public Works and Transportation
DATE: August 10, 2012
SUBJECT: First Amendment (of a Multi-Phased Agreement) to Agreement No. 11-901
In the matter of Engineering Services in connection with the
Rehabilitation of North Yonkers Pump Station Tower and Alexander Street Influent Structure,
Yonkers, New York

Consultant: Hazen and Sawyer, PC
Amendment Amount: \$319,582.00
Subconsultant Approval: LynStaar Engineering, PC (WBE)

Authority of your Honorable Board is requested to amend the existing Agreement between the County of Westchester and Hazen and Sawyer, PC, 498 Seventh Avenue, New York, New York 10018. The original Agreement dated March 29, 2011, was for engineering services in connection with the Rehabilitation of North Yonkers Pump Station Tower and Alexander Street Influent Structure, Yonkers, New York.

This project involves the rehabilitation of two distinct components, namely: (1) the North Yonkers Pump Station Tower; and (2) the Alexander Street Influent Structure. The original Agreement included the design of both components into a combined set of construction plans and specifications for a single publicly bid contract. As the design progressed, the conditions of both project components were found to be more extensive than originally anticipated. The Tower has deteriorated rapidly over the last few years and sediment deposits have recently accelerated in the Influent Structure. The most recent estimated construction cost exceeded the amount originally budgeted for this project. Based upon this, the Department of Environmental Facilities (DEF) recommended that the two project components be bid separately for construction. Due to its extensive structural deterioration, DEF further advised that the Tower be bid first, utilizing current project funding. DEF will request future construction funding for the Influent Structure to complete the rehabilitation work required for this project. Splitting the construction for this project into two separate phases requires additional engineering services not included in the existing Agreement.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with the Rehabilitation of North Yonkers Pump Station Tower and Alexander Street Influent Structure, Yonkers, New York. The consultant shall provide additional design services and construction administration services associated with this project that address issues that have arisen which are outside of the scope of work included in the existing Agreement. Additional design services are for the Influent Structure and shall include the completion 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 of the Tower and Influent Structure, 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 the North Yonkers Pump Station Tower and the Alexander Street Influent Structure, which leads to the North Yonkers Pump Station. The North Yonkers Pump Station Tower is an original structure to the facility constructed in the 1930s. The Tower is considered to be a landmark structure and is eligible for listing on the National Register of Historic Places. The Tower has exhibited numerous signs of deterioration over the years, including cracking and spalling of both the brick and the concrete. Minor repairs have been made in the past; however, additional on-going deterioration of the Tower has accelerated since the prior repairs were made which requires prompt attention. In general, construction rehabilitation work for the Tower shall include, but not be limited to, the following: (1) Removal of the remaining portion of the fire brick flue from the interior of the breeching; (2) Power wash the interior brick to remove loose material and install interior shotcrete liner; (3) Remove and replace all exterior bricks that are cracked or spalled; (4) Repoint all mortar joints; (5) Repair cracks and spalls on the concrete base and around the false windows; (6) Replace inlaid panels in the octagonal section; (7) Replace all inlaid pre-cast vertical inserts in the common brick base structure; (8) Repair the pre-cast concrete transition caps from the octagonal base to the round brick work; (9) Replace the interior ladder rungs and safety cage; (10) Rehabilitate the balcony railing; (11) Install a new vented cap on top of the tower; (12) Re-direct influent conduit vents away from the tower or seal them completely; and (13) Relocate the lightning protection system to the interior of the new shotcrete liner.

In addition, for the Influent Structure, the channels located between the influent gate chamber structure and the pump station need to be cleaned to remove accumulated sediment, which will subsequently increase the available capacity of the channels. In addition, there is no current means of operating the influent isolation gates without external hoisting equipment and modifications are necessary due to the age and condition of these gates. Thus, replacement of the gates and portable gate operators will be required.

This project will implement the most cost-effective and environmentally compliant technologies available. This agreement will benefit the public as it will ensure the continued reliable operation of the pump station, thereby enhancing the health and environment of the residents of Westchester County.

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 \$319,582.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$541,617.00. The completion date of the Agreement shall be extended to December 31, 2017.

In addition, Hazen and Sawyer, PC, has requested the utilization of the following subconsultant: LynStaar Engineering, PC (Construction Administration Services), 448-450 Manville Road, Pleasantville, New York 10570.

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

RESOLUTION

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

RESOLVED, that the existing Agreement between the County of Westchester and Hazen and Sawyer, PC, 498 Seventh Avenue, New York, New York 10018, be amended to provide for engineering services in connection with the Rehabilitation of North Yonkers Pump Station Tower and Alexander Street Influent Structure, Yonkers, New York. The consultant shall provide additional design services and construction administration services associated with this project that address issues that have arisen which are outside of the scope of work included in the existing Agreement. Additional design services are for the Influent Structure and shall include the completion 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 of the Tower and Influent Structure, 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, Hazen and Sawyer, PC, shall be paid a fee of \$319,582.00 pursuant to an approved budget, increasing the total maximum fee to \$541,617.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2017; and be it further

RESOLVED, that the use of the following subconsultant also be approved: LynStaar Engineering, PC (Construction Administration Services), 448-450 Manville Road, Pleasantville, New York 10570; 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.

JTP/LR/AS

Original Agreement	\$	222,035.00	(Design Services for Rehab of NYPS Tower & Alexander St. Influent Structure)
This Amendment		<u>319,582.00</u>	(Design Services for Influent Structure / CA Services for Tower & Influent Structure)
TOTAL	\$	541,617.00	

Agreement No. 11-901

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
	322	60	SPS0700E	6120-03		\$ 54,567.00
	322	60	SPS0700I	6120-05		\$ 265,015.00

Budget Funding Year(s): 2012 Start Date: 09/15/12 End Date: 12/31/17
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$ 319,582.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____