

49293

TO: Board of Acquisition and Contract
FROM: Jay T. Pisco, PE
Commissioner of Public Works and Transportation
DATE: November 2, 2015
SUBJECT: Third 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 & Smith
Amendment Amount: \$180,741.00

Pursuant to a Resolution approved on May 15, 2008, the County of Westchester ("County") entered into Agreement Number 08-926 with Camp Dresser & McKee ("Consultant"), 60 Crossways Park West, Suite 340, Woodbury, New York 11797, wherein the Consultant was to provide engineering services associated with the Emergency Generator Replacement at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York. The Agreement was thereafter amended by Resolution approved July 29, 2010, for engineering services associated with the Emergency Generator Replacement at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York. The Agreement was thereafter amended by Resolution approved September 11, 2014, to change the name of the Consultant to Camp Dresser McKee & Smith and for engineering services associated with the Emergency Generator Replacement at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York.

The Emergency Generator Replacement at the Yonkers Joint Wastewater Treatment Plant is currently under construction. Originally, construction work began in July 2012 and was to be complete by November 2014. However, due to unforeseen conditions, including: (1) delays due to original switchgear equipment vendor's inability to fabricate approved equipment; and (2) delays due to subsequent review and coordination required for approval by Con Edison of alternate switchgear, construction has been delayed by approximately twelve (12) months. Construction for the Emergency Generator Replacement is now expected to be substantially complete by November 30, 2015. Project closeout is expected to be complete in 2016.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with the Emergency Generator Replacement at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York. The consultant shall provide continued construction administration services and design services during construction for the additional time during which construction activities have been extended in connection with this project. For 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. In addition, the consultant shall provide design services during construction consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings.

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 Edison'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 \$180,741.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$1,373,968.00. The completion date of the Agreement shall be extended to December 31, 2016.

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

JTP/LR/AS

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 Camp Dresser McKee & Smith ("Consultant"), 60 Crossways Park West, Suite 340, Woodbury, New York 11797, be amended to provide for engineering services in connection with the Emergency Generator Replacement at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York. The consultant shall provide continued construction administration services and design services during construction for the additional time during which construction activities have been extended in connection with this project. For 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. In addition, the consultant shall provide design services during construction consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings; and be it further

RESOLVED, that for the additional services rendered in accordance with the consultant's proposal for the current phase of this multi-phase project, Camp Dresser McKee & Smith shall be paid a fee of \$180,741.00 pursuant to an approved budget, increasing the total maximum fee to \$1,373,968.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2016; 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	\$	560,100.00	(Design of Emergency Generator Replacement)
First Amendment		488,400.00	(Design of New Main Switchgear and Construction Administration Services)
Second Amendment		144,727.00	(Continued CA Services and Design Services During Construction)
This Amendment		<u>180,741.00</u>	(Continued CA Services and Design Services During Construction)
TOTAL	\$	1,373,968.00	

Agreement No. 08-926

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	322	60	SY01400I	6120-05	BA #40-2007	\$ 180,741.00

Budget Funding Year(s): 2015 Start Date: 05/15/08 End Date: 12/31/16
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$180,741.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____