

26629

**TO:** Board of Acquisition and Contract  
**FROM:** Jay T. Pisco, PE  
Commissioner of Public Works and Transportation  
**DATE:** April 25, 2012  
**SUBJECT:** First Amendment (of a Multi-Phased Agreement) to Agreement No. 09-937  
In the matter of Engineering Services in connection with the  
HVAC Equipment Upgrades and Odor Control Improvements,  
Yonkers Joint Wastewater Treatment Plant, Yonkers, New York

**Consultant:** Camp Dresser & McKee  
**Amendment Amount:** \$97,345.00

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Authority of your Honorable Board is requested to amend the existing Agreement between the County of Westchester and Camp Dresser & McKee, 60 Crossways Park, Suite 340, Woodbury, New York 11797. The original Agreement dated November 3, 2009, was for engineering services in connection with the HVAC Equipment Upgrades and Odor Control Improvements at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York.

This project is being done in multiple phases. The consultant has completed the design of the Phase I and Phase II improvements and is currently developing the design of the Phase III improvements that are included in the existing Agreement. The following issues have arisen which are outside of the scope of work included in the existing Agreement: (1) Bids for construction of the Phase I improvements were originally received and subsequently rejected in April 2011. The County then requested the consultant to modify the contract documents in order to re-bid the Phase I improvements. The consultant was required to prepare additional odor control equipment pre-purchase specifications and to modify the original contract drawings and specifications; and (2) During the schematic design of the Phase III improvements, the consultant identified a number of heating units and vents located in the Sludge Control Building that are in poor condition and require full replacement. These items were not included in the original scope of work.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with the HVAC Equipment Upgrades and Odor Control Improvements at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York. The consultant shall provide design and construction administration services associated with this project. Design and construction administration services shall include the above referenced additional work items. Design services shall include the preparation of construction documents (plans 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 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, 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 upgrade the HVAC equipment and to provide odor control improvements at the Yonkers Joint Wastewater Treatment Plant. This work is necessary to: (1) provide a fully functional, reliable, and energy efficient HVAC system throughout the plant; and (2) serve to control the emission of odors, thereby protecting the health and environment of the surrounding community. This project will implement the most cost-effective and environmentally compliant technologies available. This agreement will benefit the public as it effectuates the long-term remediation of these critical sewer system components avoiding potential adverse environmental impact to the surrounding properties, thereby promoting public health policies and laws.

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 \$97,345.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$2,315,095.00. The completion date of the Agreement shall remain December 31, 2017.

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 Camp Dresser & McKee, 60 Crossways Park, Suite 340, Woodbury, New York 11797, be amended to provide for engineering services in connection with the HVAC Equipment Upgrades and Odor Control Improvements at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York. The consultant shall provide design 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. Design services shall include the preparation of construction documents (plans 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 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, 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 \$97,345.00 pursuant to an approved budget, increasing the total maximum fee to \$2,315,095.00; 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	\$	2,217,750.00	(Design & Constr. Admin. – YJWWTP HVAC / Odor Control Improvements)
This Amendment		<u>97,345.00</u>	(Additional Design & Constr. Admin. – YJWWTP HVAC / Odor Control Improvements)
TOTAL	\$	2,315,095.00	

Agreement No. 09-937

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
	322	60	SY00900E	6120-03		\$ 27,345.00
	322	60	SY00900I	6120-05		\$ 70,000.00
					<b>Total:</b>	<b>\$ 97,345.00</b>

Budget Funding Year(s): 2012 Start Date: 06/15/12 End Date: 12/31/17  
 (must match resolution)

Funding Source: Tax Dollars: 100% District Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$97,345.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_