

39441

**TO:** Board of Acquisition and Contract  
**FROM:** Jay T. Pisco, PE  
Commissioner of Public Works and Transportation  
**DATE:** April 1, 2014  
**SUBJECT:** Second Amendment (of a Multi-Phased Agreement) to Agreement No. 09-937  
In the matter of:

- (1) Amendment to change the name of the Consultant to Camp Dresser McKee & Smith
- (2) Amendment for 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 & Smith  
**Amendment Amount:** \$180,700.00

Pursuant to a Resolution approved on October 22, 2009, the County of Westchester ("County") entered into Agreement Number 09-937 with Camp Dresser & McKee ("Consultant"), 60 Crossways Park West, Suite 340, Woodbury, New York 11797, commencing November 1, 2009, wherein the Consultant was to provide engineering services associated with the HVAC Equipment Upgrades and Odor Control Improvements at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York. The Agreement was thereafter amended by Resolution approved May 24, 2012, for engineering services associated with the HVAC Equipment Upgrades and Odor Control Improvements at the Yonkers Joint Wastewater Treatment Plant in Yonkers, New York.

The Consultant recently advised the County that its name changed to Camp Dresser McKee & Smith. Therefore, authority of your Honorable Board is requested to amend the existing Agreement to reflect the correct name of the Consultant.

This project is being done in multiple phases. The Consultant has completed the design of all phases that are included in the existing Agreement. Phase I is currently under construction and Phase II is anticipated to be advertised for bid in the near future. The County has requested that the Consultant review and update the Phase II design documents to reflect any changes that have occurred since the documents were last submitted in 2011. The following issues have arisen which are outside of the scope of work included in the existing Agreement: (1) During construction of the Phase I improvements, the County elected to incorporate Automatic Temperature Controls into the County-wide Andover Continuum System. The Consultant will need to revise the previously completed drawings and specifications for the Phase II improvements in order to incorporate the Andover System requirements; (2) Both the National Fire Protection Association ("NFPA") 70 and 820 code requirements have been updated recently. These requirements pertain to the National Electrical Code and the Standard for Fire Protection in Wastewater Treatment and Collection Facilities. The fire alarm gas detection and ventilation system requirements have been modified under these updated codes. The Consultant will review all current NFPA standards and update the Phase II design documents accordingly in order to meet any new code requirements; (3) During construction of the Phase I improvements, the County has been updating the fire alarm system throughout the plant as part of a separate fire alarm contract. The Consultant will update the Phase II design documents to reflect changes in the fire alarm system that have occurred in recent months. The Phase II design documents will also be revised for integration with the full fire alarm system network; and (4) The County has requested that the Consultant modify the Phase II design documents to include the relocation of critical HVAC equipment that was

damaged as a result of Superstorm Sandy. In addition, when future Phase III construction funding is approved, it is anticipated that the Phase III design documents will require similar updates and coordination to those outlined above for the Phase II design documents.

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 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 above referenced additional work items. Design services 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.

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 \$180,700.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$2,495,795.00. The completion date of the Agreement shall be extended to December 31, 2019.

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 County of Westchester is hereby authorized to amend Agreement No. 09-937 with Camp Dresser & McKee ("Consultant"), 60 Crossways Park West, Suite 340, Woodbury, New York 11797, to change the name of the Consultant to Camp Dresser McKee & Smith; and be it further

RESOLVED, that the existing Agreement between the County of Westchester and Camp Dresser McKee & Smith, 60 Crossways Park West, 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 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 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; 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 \$180,700.00 pursuant to an approved budget, increasing the total maximum fee to \$2,495,795.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2019; 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)
First Amendment	97,345.00	(Additional Design & Constr. Admin. – YJWWTP HVAC / Odor Control Improvements)
This Amendment	180,700.00	(Additional Design – YJWWTP HVAC / Odor Control Improvements)
<b>TOTAL</b>	<b>\$ 2,495,795.00</b>	

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	SY00901E	6120-03		\$ 180,700.00

Budget Funding Year(s): 2014 Start Date: 11/01/09 End Date: 12/31/19  
(must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./  
State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$180,700.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
(must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_