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TO: Board of Acquisition and Contract
FROM: Hugh J. Greechan, Jr., PE
Commissioner of Public Works and Transportation
DATE: December 10, 2019
SUBJECT: Third Amendment to Agreement No. 07-936 in the matter of

- (1) Changing the name of the Consultant to Camp Dresser McKee & Smith
- (2) Engineering Services in connection with the Rehabilitation of the North Yonkers Trunk Sewer

Consultant: Camp Dresser McKee & Smith
Amendment Amount: \$207,081.00

Subconsultant Approval: Lane Appraisals, Inc.

Pursuant to a Resolution approved on July 26, 2007, the County of Westchester ("County") entered into Agreement Number 07-936 ("Agreement") with Camp Dresser & McKee ("Consultant"), 60 Crossways Park Drive West, Suite 340, Woodbury, New York 11797, commencing on August 6, 2007, wherein the Consultant was to provide study and design services in connection with the repair of the North Yonkers Trunk Sewer at the Greystone Area. The Agreement was thereafter amended pursuant to a Resolution approved April 29, 2010, to provide for design and construction administration services in connection with the rehabilitation of the North Yonkers Trunk Sewer at various locations. The Agreement was thereafter further amended by Resolution approved on January 19, 2012, to provide surveying, design, and construction administration services associated with the rehabilitation of the North Yonkers Trunk Sewer at additional locations. The Agreement expired on December 31, 2014.

Upon subsequent notification from the Consultant, the County was informed that the company name of the Consultant has been changed to Camp Dresser McKee & Smith. We are advised that this is a name change only and the same office contact personnel will be used to perform the work thus guaranteeing continuity throughout the Agreement.

Therefore, approval is requested to amend the Agreement to reflect the correct name of the Consultant.

The Rehabilitation of the North Yonkers Trunk Sewer project was advanced to approximately 90% design completion in 2013, when the County put the project on hold. The County has been satisfied with the quality of services provided to date by the Consultant. The County has decided to proceed with the project at this time. The following additional tasks have been identified that are not included in the existing Agreement: changes in existing conditions, property appraisals, and easements. Also, the Consultant has requested an escalation on its original Agreement fee to account for cost of living adjustments over the past several years.

It is therefore requested that the existing Agreement be amended retroactively from December 31, 2014 to provide for engineering services in connection with the Rehabilitation of the North Yonkers Trunk Sewer. The Consultant shall provide additional design and construction administration services associated with this project that is outside of the scope of work included in the existing Agreement. Additional design services shall include the preparation of construction contract documents (drawings 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 additional design services during construction consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings. For additional 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 repair locations of potential failure along the North Yonkers Trunk Sewer. This work is necessary to provide improved sanitary facilities that are in compliance with all applicable regulations. This project will implement the most cost-effective and environmentally compliant technologies available. This agreement will benefit the public as it effectuates long-term repairs of these critical sewer system components avoiding potential adverse environmental impact to the surrounding properties and water bodies, thereby promoting public health policies and laws.

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 \$207,081.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$1,209,506.00. The completion date of the Agreement shall be extended to December 31, 2023.

In addition, the Consultant has requested the utilization of the following subconsultant: Lane Appraisals, Inc., for Property Appraisal Services, 178 Myrtle Boulevard, Suite 102, Larchmont, New York 10538.

The Department of Public Works and Transportation will track scheduling and accomplishments by the Consultant and perform on-site inspections to ensure the successful completion of this project.

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

HJG/LR/as

RESOLUTION

Third Amendment to Agreement No. 07-936

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

RESOLVED, that the County of Westchester ("County") is hereby authorized to amend Agreement No. 07-936 ("Agreement") with Camp Dresser & McKee ("Consultant"), 60 Crossways Park Drive West, Suite 340, Woodbury, New York 11797, for engineering services in connection with the Rehabilitation of the North Yonkers Trunk Sewer to change the name of the Consultant to Camp Dresser McKee & Smith; and be it further

RESOLVED, that the existing Agreement between the County and the Consultant be amended retroactively from December 31, 2014 to provide for engineering services in connection with the Rehabilitation of the North Yonkers Trunk Sewer. The Consultant shall provide additional design and construction administration services associated with this project that is outside of the scope of work included in the existing Agreement. Additional design services shall include the preparation of construction contract documents (drawings 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 additional design services during construction consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings. For additional 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 Camp Dresser McKee & Smith, shall be paid a fee of \$207,081.00 pursuant to an approved budget, increasing the total maximum fee to \$1,209,506.00; and be it further

RESOLVED, that the use of the following subconsultant also be approved: Lane Appraisals, Inc., for Property Appraisal Services, 178 Myrtle Boulevard, Suite 102, Larchmont, New York 10538; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2023; and be it further

RESOLUTION

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	\$	272,000.00	(Study & Design – N. Yonkers Trunk Sewer, Greystone Area)
First Amendment		504,600.00	(Design & Constr. Admin. – N. Yonkers Trunk Sewer, Various Locations)
Second Amendment		225,825.00	(Surveying, Design & Constr. Admin. – N. Yonkers Trunk Sewer, Additional Locations)
This Amendment		<u>207,081.00</u>	(Additional Design & Constr. Admin. – N. Yonkers Trunk Sewer)
TOTAL	\$	1,209,506.00	

Agreement No. 07-936, Third Amendment

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	322	60	SY085-06-E	6120-03	BA #79-2010	\$ 148,031.00
	322	60	SY085-06-I	6120-05	BA #79-2010	\$ 59,050.00

Budget Funding Year(s): 2020 Start Date: 08/06/07 End Date: 12/31/23
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$ 207,081.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____