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**TO:** Board of Acquisition and Contract

**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation

**DATE:** December 3, 2024

**SUBJECT:** First Amendment to Agreement No. 21-938  
In the matter of Engineering Services in connection with  
Electrical and Lighting System Upgrades,  
Yonkers Joint Water Resource Recovery Facility, Yonkers, New York

**Consultant:** Savin Engineers, P.C. (MBE)  
**Amendment Amount:** \$4,000,000.00

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Authority of your Honorable Board is requested to amend the existing Agreement Number 21-938 (“Agreement”) between the County of Westchester (“County”) and Savin Engineers, P.C. (“Consultant”), an MBE firm, 3 Campus Drive, Pleasantville, New York 10570. The original Agreement dated December 22, 2021, was for preliminary design services associated with Electrical and Lighting System Upgrades, Yonkers Joint Water Resource Recovery Facility, Yonkers, New York. The original Agreement expires December 31, 2026.

The engineering services included in the original Agreement have been in progress. The County has been satisfied with the quality of services provided to date. The Consultant has developed several options for the proposed work that have been reviewed by the County as the basis for final design. During the preliminary design phase, it became apparent that the project is significantly larger and more complex than originally anticipated. The project requires extensive coordination, including in person meetings and video conferences with multiple ongoing projects on-site undertaken by various Consultants. Additional project scope has been identified by the County that is not included in the existing Agreement. Final design services and bidding phase services are necessary at this time.

Authority of your Honorable Board is therefore requested to amend the existing Agreement between the County and the Consultant to provide for additional engineering services in connection with Electrical and Lighting System Upgrades, Yonkers Joint Water Resource Recovery Facility, Yonkers, New York. The Consultant shall provide final design services associated with this project. 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. The County also reserves the right to further amend this agreement with the Consultant at a future date to provide for construction phase services including but not limited to design services during construction, construction administration services, and project close-out services.

The objective of this project is to rehabilitate, upgrade, and replace various items of electrical equipment and lighting systems at the Yonkers Joint Water Resource Recovery Facility. The existing equipment and systems are at the end of their useful life and require extensive maintenance which involves down time. Equipment or systems to be replaced or rehabilitated will include, but not be limited to: switchgears, substations, motor control centers, interior lighting, exterior lighting, controls, and flood hazard mitigation measures. All equipment upgrades will include integration into the supervisory control and data acquisition (“SCADA”) system. Neglecting to upgrade

these critical elements of the facility 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 facility's State Pollutant Discharge Elimination System ("SPDES") Permit. This Agreement will benefit the public as it will ensure that the facility's operations are safe and environmentally compliant, thereby enhancing the health and general welfare of the residents of Westchester County.

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 \$4,000,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$5,900,000.00. The completion date of the Agreement shall be extended to December 31, 2030.

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/VFK/LR/cg

# RESOLUTION

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

RESOLVED, that the existing Agreement, No. 21-938, (“Agreement”) between the County of Westchester and Savin Engineers, P.C., a MBE firm, 3 Campus Drive, Pleasantville, New York 10570, be amended to provide for additional engineering services in connection with Electrical and Lighting System Upgrades, Yonkers Joint Water Resource Recovery Facility, Yonkers, New York. The Consultant shall provide final design services associated with this project. 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. The County also reserves the right to further amend this agreement with the Consultant at a future date to provide for construction phase services including but not limited to design services during construction, construction administration services, and project close-out services; and be it further

RESOLVED, that for the additional services rendered in accordance with the Consultant’s proposal, Savin Engineers, P.C., shall be paid a fee of \$4,000,000.00 pursuant to an approved budget, increasing the total maximum fee to \$5,900,000.00;

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2030; 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	\$	1,900,000.00	(Preliminary Design Services)
This Amendment	\$	4,000,000.00	(Final Design Services)
<b>TOTAL</b>	<b>\$</b>	<b>5,900,000.00</b>	

Agreement No. 21-938, A1

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	322	60	SY028-03-E	6120-03	BA #199-2024	\$4,000,000.00

Budget Funding Year(s): 2024 Start Date: 11/01/2021 End Date: 12/31/2030  
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./ Social Security No.: \_\_\_\_\_  
 State Aid: \_\_\_\_\_  
\$4,000,000.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_