

70909

TO: Board of Acquisition and Contract
FROM: Hugh J. Greechan, Jr., PE
Commissioner of Public Works and Transportation
DATE: July 30, 2019
SUBJECT: First Amendment to Agreement No. 17-903 in the matter of Engineering Services in connection with Blue Mountain Reservation Site Work Improvements, Town of Cortlandt and City of Peekskill, New York

Consultant: D&B Engineers and Architects, P.C.
Amendment Amount: \$85,630.00

Subconsultant Approval: LynStaar Engineering, P.C. (WBE)
Aztech Environmental Technologies, Inc. (WBE)

Authority of your Honorable Board is requested to amend the existing Agreement No. 17-903 ("Agreement") between the County of Westchester ("County") and D&B Engineers and Architects, P.C. ("Consultant"), 4 West Red Oak Lane, Suite 315, White Plains, New York 10604. The original Agreement dated April 19, 2017, was for design services associated with Blue Mountain Reservation Site Work Improvements, Town of Cortlandt and City of Peekskill, New York. The Agreement expires on December 31, 2021.

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. The following additional tasks have been identified that are not included in the existing Agreement: (1) additional design services for the installation of underground electrical power lines and emergency generators; and (2) additional subsurface investigation and design services for the installation of bridge footings.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with Blue Mountain Reservation Site Work Improvements, Town of Cortlandt and City of Peekskill, New York. The Consultant shall provide additional 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. 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. In addition, the County reserves the right to amend this Agreement with the Consultant at a future date to provide for construction phase services including, but not limited to, construction administration services and project close-out services.

The objective of this project will be to make site improvements at Blue Mountain Reservation (“the Park”). The scope of work for this project includes, but is not limited to, the following: replacement of electric service and communications both primary into the Park, and secondary to each building within the Park; repair and rebuild the sanitary systems for each building within the Park; explore options to connect to town/city sanitary systems; potable water service replacement to each building within the Park, adding drinking fountains; rebuild and resurface pathways and small footbridges; repair drainage structures and channels, retaining walls and terraces, and all paving; and associated landscaping and site work, reestablishing lawn areas, tree planting, and shrub planting. This Agreement will benefit the public as it ensures that the Park meets ongoing operational needs and complies with current building codes.

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 \$85,630.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$335,612.00. The completion date of the Agreement shall be extended to December 31, 2023.

In addition, the Consultant has requested the utilization of the following subconsultants: LynStaar Engineering, P.C., a WBE firm, for Electrical Design Services, 12 Water Street, Suite 202, White Plains, New York 10601; and Aztech Environmental Technologies, Inc., a WBE firm, for Soil Borings and Geotechnical Engineering Design Services, 5 McCrea Hill Road, Ballston Spa, New York 12020.

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/RSD/ER/as

RESOLUTION

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

RESOLVED, that the existing Agreement No. 17-903 (“Agreement”) between the County of Westchester (“County”) and D&B Engineers and Architects, P.C. (“Consultant”), 4 West Red Oak Lane, Suite 315, White Plains, New York 10604, be amended to provide for engineering services in connection with Blue Mountain Reservation Site Work Improvements, Town of Cortlandt and City of Peekskill, New York. The Consultant shall provide additional 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. 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. In addition, the County reserves the right to amend this Agreement with the Consultant at a future date to provide for construction phase services including, but not limited to, 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, D&B Engineers and Architects, P.C., shall be paid a fee of \$85,630.00 pursuant to an approved budget, increasing the total maximum fee to \$335,612.00; and be it further

RESOLVED, that the use of the following subconsultants also be approved: LynStaar Engineering, P.C., a WBE firm, for Electrical Design Services, 12 Water Street, Suite 202, White Plains, New York 10601; and Aztech Environmental Technologies, Inc., a WBE firm, for Soil Borings and Geotechnical Engineering Design Services, 5 McCrea Hill Road, Ballston Spa, New York 12020; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2023; 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	\$	249,982.00	(Design Services)
This Amendment		<u>85,630.00</u>	(Additional Design Services)
TOTAL	\$	335,612.00	

Agreement No. 17-903

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	372	42	RBM03-01-E	6120-03	BA #219-2013	\$ 85,630.00

Budget Funding Year(s): 2019 Start Date: 04/19/17 End Date: 12/31/23
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$85,630.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____