

29719

TO: Board of Acquisition and Contract

FROM: Jay T. Pisco, PE
Commissioner of Public Works and Transportation

DATE: October 12, 2012

SUBJECT: First Amendment (of a Multi-Phased Agreement) to Agreement No. 09-929
In the matter of Engineering Services in connection with the
Rehabilitation of Ashford Avenue Bridge over I-87, Saw Mill River Parkway, and Saw Mill
River, Ardsley and Dobbs Ferry, New York

Consultant: Chas. H. Sells, Inc. d/b/a WSP Sells
Amendment Amount: \$460,000.00

Authority of your Honorable Board is requested to amend the existing Agreement between the County of Westchester and Chas. H. Sells, Inc. d/b/a WSP Sells, 555 Pleasantville Road, Briarcliff Manor, New York 10510. The original Agreement dated July 14, 2009, was for engineering services in connection with the Rehabilitation of Ashford Avenue Bridge over I-87, Saw Mill River Parkway, and Saw Mill River, Ardsley and Dobbs Ferry, New York.

The original scope of work included concrete deck replacement, bearing replacement, abutment cap replacement, and structural steel repairs. The consultant is currently developing the design of the Ashford Avenue Bridge that is included in the existing Agreement. The following issues have arisen which are outside of the scope of work included in the existing Agreement: (1) The original scope included limited traffic modeling to identify traffic impacts during construction. Due to future improvements planned by the Town of Greenburgh at the Ashford Avenue-Route 9A intersection, the consultant was required to perform in depth modeling of the entire area and redesign of the intersection. The redesign effort also required the preliminary design of an additional retaining wall system to determine the feasibility of widening the intersection; (2) An in-depth inspection of the bridge performed by the consultant and subsequent inspections performed by NYSDOT, revealed extensive deterioration beyond what was originally anticipated, requiring a more detailed preliminary design evaluation of additional rehabilitation/replacement alternatives; (3) The detailed design and required construction document preparation of the preferred superstructure replacement option requires additional effort beyond what was originally anticipated for the simpler deck replacement that was specified in the original scope of work; (4) It is anticipated that temporary construction easements will be needed for three private properties requiring right-of-way acquisition activities including mapping, title searches, appraisals and the preparation of temporary relocation plans. This right-of-way work was not included in the original scope; and (5) Additional effort will be required in the review and approval of shop drawings and product data as well as the preparation of as-built record plans as a result of the project's change of scope from a deck replacement to a complete superstructure replacement.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with the Rehabilitation of Ashford Avenue Bridge. The consultant shall provide additional 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. Additional 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 will be to rehabilitate the Ashford Avenue Bridge over I-87, Saw Mill River Parkway, and Saw Mill River in Ardsley and Dobbs Ferry. This work is necessary due to extensive deterioration of the structure. This project will implement the most cost-effective and environmentally compliant technologies available. This agreement will benefit the public as it will enhance the functionality of this structure ensuring its safe use by the public, thus addressing the County Executive's priority area of Safety and Security.

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 the required budget for the subsequent project phases for which funding shall be approved in the future.

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 \$460,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$1,040,621.00. The completion date of the Agreement shall be extended to December 31, 2018.

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 Chas. H. Sells, Inc. d/b/a WSP Sells, 555 Pleasantville Road, Briarcliff Manor, New York 10510, be amended to provide for engineering services in connection with the Rehabilitation of Ashford Avenue Bridge over I-87, Saw Mill River Parkway, and Saw Mill River, Ardsley and Dobbs Ferry, New York. The consultant shall provide additional 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. Additional 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 second phase of this multi-phase project, Chas. H. Sells, Inc. d/b/a WSP Sells, shall be paid a fee of \$460,000.00 pursuant to an approved budget, increasing the total maximum fee to \$1,040,621.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2018; 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/RSD/AS

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|--------------------|----|-------------------|--|
| Original Agreement | \$ | 580,621.00 | (Design Services – Rehabilitation of Ashford Avenue Bridge) |
| This Amendment | | <u>460,000.00</u> | (Additional Design Services – Rehabilitation of Ashford Avenue Bridge) |
| TOTAL | \$ | 1,040,621.00 | |

Agreement No. 09-929

| Account to be Charged/Credited | Fund | Dept | Major Program, Program & Phase or Unit | Object/ Sub Object | Trust Account | Dollars |
|--------------------------------|------|------|--|--------------------|---------------|---------------|
| | 366 | 46 | RB01Q00E | 6120-03 | | \$ 460,000.00 |
| | | | | | | |

Budget Funding Year(s): 2012 Start Date: 11/15/12 End Date: 12/31/18
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./ Social Security No.: _____

State Aid: _____ Vendor No.: _____
\$460,000.00 Federal Aid: _____

(must match resolution) Other: _____ Encumbrance No.: _____