

42349

September 23, 2014

To: Members of the Board of Acquisition and Contract

From: Jay T. Pisco, P.E.
Commissioner of Public Works and Transportation

Re: **Authority to enter into a three year three party agreement with Metro North Commuter Railroad Company and the Town of Cortlandt in connection with the demolition of two railroad bridges (the Battery Place Bridge a/k/a Crugers Bridge and the Craft Lane Bridge) within the Town. (Agreement No. 14-942)**

Authority is requested for the County of Westchester (the "County") to enter into a three year three party agreement (the "Three Party Agreement") with Metro North Commuter Railroad Company ("Metro North") and the Town of Cortlandt (the "Town") in connection with the demolition of two bridges spanning the Metro North railroad tracks in the Town. This Inter-Municipal Agreement was approved by the Westchester County Board of Legislators by the adoption of Act No. 187-2013 on November 25, 2013. The Battery Place Bridge a/k/a Crugers Bridge and the Craft Lane Bridge have been inspected and found to be in severe disrepair and in an advanced state of deterioration and have been closed to traffic due to public safety concerns. As alternative access is available in both cases, neither bridge will need to be replaced. It has been agreed that the financial responsibility for the demolition of both bridges will be apportioned on the basis of the percentage of ownership. As for the Battery Place Bridge, the costs for the demolition, including flagging and inspection costs incurred by Metro North, will be apportioned as follows: Town 86%; Metro North 9%; County 5%. As for the Craft Lane Bridge, the Town will be responsible for the costs associated with the removal of the wood deck including the wood stringers, roadway and approach structures while Metro North will be responsible for the costs associated with the demolition of the steel superstructure over its tracks and the supporting piers. Flagging and inspection costs incurred by Metro North in connection with the Craft Lane Bridge will be shared between the Town and Metro North. The County will have no financial responsibility for the costs associated with the removal of the Craft Lane Bridge. The Three Party Agreement will be executed only after all necessary access permits have been executed by adjoining property owners.

In an effort to coordinate and expedite this matter, the County has agreed to act as the project coordinator in arranging for the demolition of the bridges (the "Project") including, but not limited to developing plans and specifications and competitively bidding the Project. For these services, the County will be reimbursed by Metro North and the Town in the amount of One Hundred Sixty-Five Thousand (\$165,000.00) Dollars. If the lowest bid received for the demolition contract exceeds the estimate for the Project by more than twenty percent (20%), the Parties have the right not to award the demolition contract or to consult as to the mitigation of such costs, including any possible scope changes.

The proposed agreement serves a public purpose as it provides for the safety and welfare of County residents by removing structures that are no longer needed and are in an advanced state of deterioration. The Department of Public Works and Transportation will continually monitor the performance of all parties under the Agreement. As this is not a procurement by the County, the County's Procurement Policy does not apply.

Approval of the attached resolution is respectfully recommended

RESOLUTION

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

RESOLVED, that the County of Westchester is hereby authorized to enter into a three year three party agreement (the "Three Party Agreement") with Metro North Commuter Railroad Company ("Metro North") and the Town of Cortlandt ("Town") in connection with the demolition of two railroad bridges (the Battery Place Bridge a/k/a Crugers Bridge and the Craft Lane Bridge) within the Town. The costs for the demolition of the Battery Place Bridge, including flagging and inspection costs incurred by Metro North, will be apportioned as follows: Town 86%; Metro North 9%; County 5%. For the demolition of the Craft Lane Bridge, the Town will be financially responsible for the costs associated with the removal of the wood deck including the wood stringers, roadway and approach structures while Metro North will be financially responsible for the costs associated with the demolition of the steel superstructure over its tracks and the supporting piers. Flagging and inspection costs incurred by Metro North in connection with the Craft Lane Bridge will be shared between the Town and Metro North. The County will have no financial responsibility for the costs associated with the removal of the Craft Lane Bridge. The Three Party Agreement will be executed only after all necessary access permits have been executed by adjoining property owners; and be it further

RESOLVED, that under the Agreement, the County shall act as the project coordinator in arranging for the demolition of the bridges (the "Project") including, but not limited to developing plans and specifications and competitively bidding the Project. For these services, the County will be reimbursed by Metro North and the Town in the total amount of \$165,000.00, and be it further

RESOLVED, that under the terms of the Agreement, in the event the lowest bid received for the demolition contract exceeds the estimate for the Project by more than twenty percent (20%), the Parties shall have the right not to award the demolition contract or to consult as to the mitigation of such costs, including any possible scope changes; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes hereof.

Agreement No. 14-942

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	2000	4380		\$165,000.00
	101	46	2000	9149		\$165,000.00

Budget Funding Year(s) 2015 Start Date Upon Execution End Date Three Years from Execution
 (must match resolution)

Funding Source: Tax Dollars _____ Contractor Federal I.D. No./
 State Aid _____ Social Security No.: _____
\$165,000.00 Federal Aid _____ Vendor No.: _____
 (must match resolution) Other Revenue _____ Encumbrance No.: _____