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TO: Board of Acquisition and Contract
FROM: Hugh J. Greechan, Jr., PE
Commissioner of Public Works and Transportation
DATE: April 13, 2021
SUBJECT: Second Amendment to Agreement No. 16-918 in the matter of Engineering Services in connection with Playland Rehabilitation and Upgrades, Rye, New York

Consultant: LiRo Engineers, Inc.
Amendment Amount: \$8,228,971.00
Subconsultant Approval: BOLD, LLC

The County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), entered into Agreement Number 16-918 ("Agreement"), dated August 17, 2016, with LiRo Engineers, Inc. ("Consultant"), 3 Aerial Way, Syosset, New York 11791, wherein the Consultant was to provide design, construction administration, and program management services associated with Playland Rehabilitation and Upgrades, Rye, New York. The Agreement was thereafter amended by Resolution approved January 24, 2019, for additional design, construction administration, and program management services associated with this project and to extend the term of the Agreement to December 31, 2029.

The Playland Rehabilitation and Upgrades project is being done in multiple phases. 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 by the Consultant. During the development of design, numerous additional items have been identified which also require improvements that are not included in the existing Agreement.

It is therefore requested that the existing Agreement be further amended to provide for engineering services in connection with Playland Rehabilitation and Upgrades, Rye, New York. The Consultant shall provide additional design, construction administration, and program management 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. For additional program management services, the Consultant shall review and coordinate the design and construction of all projects proposed at Playland. The County also reserves the right to further amend this Agreement with the Consultant at a future date to provide for subsequent design and construction phase services.

The objective of this project is to provide for the rehabilitation and upgrading of various existing facilities at Playland which includes the following:

- Various Rides and Components (RP006)
- Ice Casino Improvements (RP02A)
- Shoreline Rehabilitation (RP025)
- Structural Restoration (RP028)
- Administration Building Rehabilitation (RP040)
- Colonnade Rehabilitation (RP23B)
- Tower Rehabilitation (RP23F)
- Playland Switchgear Building (RP031)
- Fire Suppression System (RP033)
- Playland Site Improvements and Playland Parking Lot Drainage Improvement(RP042/RP047)

Playland was originally constructed in the 1920's and is listed on the National Register of Historic Places. As such, the proposed improvements will be done in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. This Agreement will benefit the public as it will enhance this recreational facility thereby ensuring its safe use and enjoyment by the park's visitors.

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 \$8,228,971.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$24,057,657.00. The completion date of the Agreement shall remain December 31, 2029.

In addition, LiRo Engineers, Inc., has requested the utilization of the following subconsultant: BOLD, LLC, for Lighting Design Services, 227 West 29th Street, 8th Floor, New York, New York 10001.

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

Reimbursement for a portion of this Agreement will be made from COVID-19 Relief Funds, not the County General Fund and will not impact the County tax levy.

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

HJG/JA/as

RESOLUTION

Agreement No. 16-918, Second Amendment

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

RESOLVED, that the existing Agreement No. 16-918 (“Agreement”) between the County of Westchester (“County”) and LiRo Engineers, Inc. (“Consultant”), 3 Aerial Way, Syosset, New York 11791, be amended to provide for engineering services in connection with Playland Rehabilitation and Upgrades, Rye, New York. The Consultant shall provide additional design, construction administration, and program management 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. For additional program management services, the Consultant shall review and coordinate the design and construction of all projects proposed at Playland. The County also reserves the right to further amend this Agreement with the Consultant at a future date to provide for subsequent design and construction phase services; and be it further

RESOLVED, that for the additional services rendered in accordance with the Consultant’s proposal, LiRo Engineers, Inc shall be paid a fee of \$8,228,971.00 pursuant to an approved budget, increasing the total maximum fee to \$24,057,657.00; and be it further

RESOLVED, that the use of the following subconsultant also be approved: BOLD, LLC, for Lighting Design Services, 227 West 29th Street, 8th Floor, New York, New York 10001; and be it further

RESOLVED, that all other provisions of the existing Agreement shall remain in full force and effect; and be it further

RESOLUTION

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	\$ 4,949,131.00	(Design, Construction Administration, and Program Management Services)
First Amendment	10,879,555.00	(Additional Design, Construction Administration, and Program Management Services)
This Amendment	<u>8,228,971.00</u>	(Additional Design, Construction Administration, and Program Management Services)
TOTAL	\$ 24,057,657.00	

Agreement No. 16-918, Second Amendment

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
372	42	RP02A01E	6120-03	N.A.	\$ 61,908.00
372	42	RP23B02E	6120-03	BA # 199-2020	\$ 1,337,915.00
372	42	RP23B02I	6120-05	BA # 199-2020	\$ 1,376,000.00
372	42	RP23F01E	6120-03	BA # 157-2020	\$ 624,000.00
372	42	RP23F01I	6120-05	BA # 157-2020	\$ 997,000.00
372	42	RP02803E	6120-03	BA # 162-2020	\$ 45,000.00
372	42	RP02803I	6120-05	BA # 162-2020	\$ 155,000.00
372	42	RP02806E	6120-03	BA # 196-2020	\$ 360,000.00
372	42	RP02806I	6120-05	BA # 196-2020	\$ 579,448.00
372	42	RP03101I	6120-05	BA # 225-2019	\$ 31,092.00
372	42	RP03301S	6120-03	BA # 227-2019	\$ 19,160.00
372	42	RP04001E	6120-03	BA # 159-2020	\$ 935,000.00
372	42	RP04001I	6120-05	BA # 159-2020	\$ 739,048.00
372	42	RP04203E	6120-03	BA # 194-2020	\$ 540,000.00
372	42	RP04203I	6120-05	BA # 194-2020	\$ 428,400.00

Budget Funding Year(s) 2021
(must match resolution)

Start Date: August 17, 2016

End Date: December 31, 2029

Funding Source: **Tax Dollars** 99.25% County (\$8,167,063.00)

State Aid _____

\$8,228,971.00 **Federal Aid** 0.75% COVID-19 Relief Funds (\$61,908.00)
(must match resolution)

Other _____