

**109881**

**TO:** Board of Acquisition and Contract  
**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation  
**DATE:** October 29, 2024  
**SUBJECT:** Third Amendment to Agreement No. 19-907 in the matter of Engineering Services in connection with the Playland Pool Rehabilitation, Playland Park, Rye, New York

**Consultant:** D&B Engineers and Architects, P.C.  
**Amendment Amount:** \$222,000.00

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The County of Westchester (“County”), acting by and through its Department of Public Works and Transportation (“Department”), entered into Agreement Number 19-907 (“Agreement”), dated May 22, 2019, with D&B Engineers and Architects, P.C. (“Consultant”), 4 West Red Oak Lane, Suite 315, White Plains, New York 10604, wherein the Consultant was to provide design services associated with Playland Pool Rehabilitation, Playland Park, Rye, New York. The Original Agreement completion date was December 31, 2023.

The Agreement was thereafter amended by Resolution approved September 3, 2020, for additional design services during construction and construction administration services associated with this project.

The Agreement was thereafter further amended by Resolution approved March 31, 2022, for additional design services during construction and construction administration services associated with this project and to extend the term of the Agreement to December 31, 2024.

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. During construction, it was determined that there were various factors associated with the pool and bathhouse subsurfaces and the stucco façade cinder block substrate which contributed to the delay. Due to these various factors which included unforeseen conditions, additional work ordered by the County, project contractor delays and modifications required by the Building Department, the project was substantially completed in May 2023. The Pool and Bathhouse were open for public use that season, but there is additional contract work and punch list items that were not completed. The remaining work could not be performed during the pool season of 2023 and has continued after the season and is still ongoing. Currently, the project is at the Closeout stages and the contractor is addressing these items. Based on the contractor’s progress and schedule we anticipate that the Closeout of this project will be completed within the next six months. In order to provide sufficient resources for the project, the County has requested that the Consultant provide additional design services during construction and construction administration services.

Authority of your Honorable Board is therefore requested to further amend the existing Agreement between the County and the Consultant to provide for additional engineering services in connection with Playland Pool Rehabilitation, Playland Park, Rye, New York. The Consultant shall provide additional design services during construction and construction administration services associated with this project. Additional design services during construction shall include shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings. For 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.

Board of Acquisition and Contract  
Agreement No. 19-907, Third Amendment  
Playland Pool Rehabilitation  
Playland Park  
Rye, New York  
D&B Engineers and Architects, P.C.  
Page 2

The objective of this project is to rehabilitate the pool located at Playland Park. The existing facility will be replaced with a new “Zero Depth Entry” pool in the same location and dimension (150 feet long x 75 feet wide). The scope of work for this project includes, but is not limited to, the following: replacement of mechanical system, electrical system, filtration system, lighting, decking, rehabilitation of the bathhouse brick façade, locker room renovation, and associated site work. These improvements are necessary to upgrade the Playland Pool. This Agreement will benefit the public as it meets the increased demand created by the rising popularity of aquatic recreation through modernizing the Playland Pool with a safer, more sanitary facility.

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 \$222,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$4,812,000.00. The completion date of the Agreement shall be extended to December 31, 2029.

The Department 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/NS/AK/BH/cg

# RESOLUTION

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

RESOLVED, that the existing Agreement No. 19-907 (“Agreement”) between the County of Westchester (“County”), acting by and through its Department of Public Works and Transportation (“Department”), and D&B Engineers and Architects, P.C. (“Consultant”), 4 West Red Oak Lane, Suite 315, White Plains, New York 10604, be further amended to provide for additional engineering services in connection with Playland Pool Rehabilitation, Playland Park, Rye, New York. The Consultant shall provide additional design services during construction and construction administration services associated with this project. Additional design services during construction shall include shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings. For 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; and be it further

RESOLVED, that for the additional services rendered, the Consultant shall be paid a fee of \$222,000.00 pursuant to an approved budget, increasing the total maximum fee to \$4,812,000.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2029; 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	\$	1,475,000.00	(Design Services)
First Amendment		2,015,000.00	(Additional Design Services During Construction and Construction Admin. Services)
Second Amendment		1,100,000.00	(Additional Design Services During Construction and Construction Admin. Services)
This Amendment		<u>222,000.00</u>	(Additional Design Services During Construction and Construction Admin. Services)
<b>TOTAL</b>	\$	<b>4,812,000.00</b>	

**Agreement No. 19-907**

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	372	42	RP025-01-I	6120-05	BA #148-2020	\$222,000.00

Budget Funding Year(s): 2024 Start Date: 05/22/19 End Date: 12/31/29  
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$222,000.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_