

109601

TO: Board of Acquisition and Contract
FROM: Hugh J. Greechan, Jr., PE
Commissioner of Public Works and Transportation
DATE: July 23, 2024
SUBJECT: Third Amendment to Agreement No. 19-912 in the matter of Engineering Services in connection with Manursing Lake Tide Gate Improvements, Playland Park, Rye, New York

Consultant: Woodard & Curran Engineering and Geological Services, P.A. P.C.
Amendment Amount: \$95,000.00

Pursuant to a Resolution approved on August 29, 2019, the County of Westchester ("County") entered into Agreement No. 19-912 ("Agreement"), dated September 11, 2019, with Woodard & Curran Engineering P.A. P.C. ("Consultant"), 800 Westchester Avenue, Suite N-507, Rye Brook, New York 10573, wherein the Consultant was to provide engineering services associated with Manursing Lake Tide Gate Improvements, Playland Park, Rye, New York. The Agreement was thereafter amended by Resolution approved on February 20, 2020, to provide additional engineering services associated with this project. On July 16, 2020, your Honorable Board authorized the County to execute an agreement consenting to the assignment of the Agreement from Woodard & Curran Engineering P.A. P.C. to Woodard & Curran Engineering and Geological Services, P.A. P.C. The Agreement was thereafter amended by Resolution approved on April 14, 2022, to provide periodic maintenance and engineering services associated with this project. The Agreement expired on December 31, 2023.

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. Continuing periodic maintenance and engineering services are required in order to operate the tide gates reliably and effectively. The County is requesting the Consultant to provide future periodic maintenance and engineering services for this project that is not included in the existing Agreement.

Authority of your Honorable Board is therefore requested to further amend the existing Agreement between the County and the Consultant retroactively from December 31, 2023 to provide for additional periodic maintenance and engineering services in connection with Manursing Lake Tide Gate Improvements, Playland Park, Rye, New York. The Consultant shall provide continuing periodic maintenance and engineering services for this project that is not included in the existing Agreement. Periodic maintenance and engineering services shall include instrumentation and control system maintenance checks, mechanical system maintenance checks, SCADA support service, and other consulting services as directed by the Commissioner of the Department.

The objective of this project will be to improve the Manursing Lake Tide Gate. Manursing Lake, located adjacent to Playland Park and the Edith G. Read Natural Park and Wildlife Sanctuary in the City of Rye, has provided animal refuge including spawning sites for various fish and nesting sites for various migrating avian species. The lake connects to the Long Island Sound at the southern outlet through two automated tide gates beneath the Manursing Island Bridge which were upgraded from manual operation in 2010. The tide gates assist in the establishment of coastal wetlands and estuarine functions by introducing tidal flow. Without tidal flow, negative ecological consequences to the Long Island Sound such as hypoxia and anoxia, reduced fish access and breeding habitat, increased sedimentation, loss of inter-tidal areas and native vegetation, and expansion of invasive common reed will result. This work is necessary to alleviate existing conditions and to create a better environment for wildlife and users of the park. This Agreement will benefit the public as it mitigates the impacts of excessive sedimentation and stormwater pollutants on Long Island Sound, thereby enhancing the aesthetic, recreational and ecological values of the lake which promotes public health policies and laws.

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 \$95,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$249,900.00. The completion date of the Agreement shall be extended to December 31, 2026.

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/LR

RESOLUTION

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

RESOLVED, that the existing Agreement No. 19-912 (“Agreement”) between the County of Westchester (“County”) and Woodard & Curran Engineering and Geological Services, P.A. P.C. (“Consultant”), 800 Westchester Avenue, Suite N-507, Rye Brook, New York 10573, be amended retroactively from December 31, 2023 to provide for additional periodic maintenance and engineering services in connection with Manursing Lake Tide Gate Improvements, Playland Park, Rye, New York. The Consultant shall provide periodic maintenance and engineering services for this project that is not included in the existing Agreement. Periodic maintenance and engineering services shall include instrumentation and control system maintenance checks, mechanical system maintenance checks, SCADA support service, and other consulting services as directed by the Commissioner of the Department; and be it further

RESOLVED, that for the additional services rendered, the Consultant shall be paid a fee of \$95,000.00 pursuant to an approved budget, increasing the total maximum fee to \$249,900.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2026; 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	\$	74,900.00	(Engineering Services)
First Amendment		25,000.00	(Additional Engineering Services)
Assignment		0.00	(Assignment of Agreement)
Second Amendment		55,000.00	(Periodic Maintenance and Engineering Services)
This Amendment		<u>95,000.00</u>	(Additional Periodic Maintenance and Engineering Services)
TOTAL	\$	249,900.00	

Agreement No. 19-912

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
2024	165	42	5510	4380		\$ 35,000.00
2025	165	42	5510	4380		\$ 30,000.00
2026	165	42	5510	4380		\$ 30,000.00

Budget Funding Year(s): 2024 Start Date: 01/01/2024 End Date: 12/31/2026
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$ 95,000.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____