

SPECIAL PUBLIC WORKS COMMITTEE MEETING

AGENDA

June 17, 2013

Committee Chairperson Hitchcock called the meeting to order at _____ p.m.

Public Works Committee Members: Chairperson Hitchcock, Legislators Martinez, Lawrence, Hatton, H. Lennon and Kozloski.

AGENDA ITEMS:

1. Proposed Resolution “Authorizing The Sale Of County-Owned Property To The Town Of Cairo For Youth Sports.”
2. Proposed Resolution “Authorizing The Highway Department To Enter Into An Agreement With Milone & MacBroom For Construction Inspection Services For The Westkill Bank Stabilization / CR6 Project, Town Of Lexington.” Backup Attached.
3. Proposed Resolution “Awarding Westkill Bank Stabilization / CR6 Project, Town Of Lexington.” Backup Attached.

June 19, 2013

RESOLUTION NO.

AUTHORIZING THE SALE OF COUNTY-OWNED PROPERTY TO THE TOWN OF CAIRO FOR YOUTH SPORTS

Legislator offered the following resolution and moved its adoption:

WHEREAS, by Resolution No. 167-06 dated May 17, 2006, the County authorized a lease of County-owned property located in the Town of Cairo and comprised of approximately 4.9+/- acres, a portion of Tax Map Parcel No. 101.00-6-5.1; and

WHEREAS, on or about May 26, 2006 the County entered into a lease agreement with the Town of Cairo for the term of July 1, 2006 through June 30, 2016 for said property allowing use of the property as a youth sports field; and

WHEREAS, the Town of Cairo and The Northern Catskill Youth Association ("NCYA"), a local non-for-profit corporation, wishes to submit an application for a grant to the U.S. Soccer Foundation in order to develop and install soccer fields at the subject parcel; and

WHEREAS, in order to apply for this grant, it is necessary for Greene County to convey ownership of the parcel to the Town of Cairo;

NOW, THEREFORE, BE IT RESOLVED, that the County of Greene is authorized to enter into a contract of sale and convey title to the portion of the parcel above-referenced to the Town of Cairo, subject to the approval as to form of all closing documents by the County Attorney, for good and sufficient consideration on the following terms:

1. The Town of Cairo will be solely responsible for all maintenance, insurance and responsibility for the entire parcel. In addition, the Town of Cairo will provide a parcel of approximately 100' X 100' (1/4 of an acre) to be used as a parking lot by Greene County and available for use by visitors to the soccer field. Greene County, its agencies and departments shall have priority of use of the parking lot in the event it is deemed necessary by the County in emergency situations; and

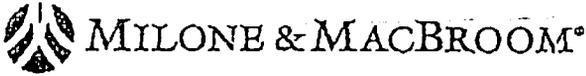
2. The deed shall contain restrictive covenants as follows:

(a) Property shall not be used or improved after the closing of title in any manner whatsoever which would impair or damage the view shed or vista from the property. Greene County shall retain architectural control over the property and no changes or improvements may be made to the property without the prior written permission of the County which shall not be unreasonably withheld.

(b) Property may only be used by the Town of Cairo for youth sports activities. No commercial use is permitted.

(2)

Engineering, Planning
Landscape Architecture
and Environmental Science



May 22, 2013

Mr. Gary Harvey, L.S., Superintendent of Highways
Greene County Highway Department
240 West Main Street
P. O. Box 485
Catskill, NY 12414

RE: Agreement
West Kill Creek Bank Stabilization – County Route 6
Lexington, New York
MMI # 5167-01-0

Dear Mr. Harvey:

Milone & MacBroom, Inc. (MMI) is pleased to provide the Greene County Highway Department (GCHD) with this scope of services for construction phase services for the bank stabilization on West Kill Creek near Spruceton Road (County Route 6) in Greene County, Lexington, New York.

Under contract to the New York City Department of Environmental Protection (NYCDEP), MMI has undertaken engineering analysis, design, and regulatory permitting assistance. The subject agreement is for bidding and construction phase services. GCHD is currently soliciting contractor bids in spring 2013, with construction anticipated to span mid July 2013 through September 30, 2013. The following scope of services is for bidding assistance, construction administration, and observation.

SCOPE OF SERVICES

Task 1.0 – Construction Administration

MMI will act as GCHD's representative, serve as GCHD's liaison with the contractor, assist in understanding the intent of the Contract Documents, and issue GCHD's orders to the contractor. Specifically, the following construction administration services will be provided:

- 1.1 Prepare for and attend a preconstruction meeting with the selected contractor, project partners, regulators (as necessary), and GCHD staff. Prepare and distribute minutes of the meetings.
- 1.2 Review and comment on shop drawings, construction schedules, material submittals, change orders, and payment requisitions, and report same to GCHD. Evaluate substitutes.
- 1.3 Attend job meetings and prepare and distribute minutes of the meetings.

Milone & MacBroom, Inc., 99 Realty Drive, Cheshire, Connecticut 06410 (203) 271-1773 Fax (203) 272-9733
www.miloneandmacbroom.com

Connecticut • Maine • Massachusetts • South Carolina • Vermont

②

Mr. Gary Harvey
May 22, 2013
Page 2

- 1.4 Respond to the selected contractor's questions concerning clarification of the contract drawings and specifications. Issue clarifications, interpretations, and field orders to the contractor.
- 1.5 Review special inspection and test results for conformance with the contract documents.
- 1.6 Render opinions and interpret the Contract Documents relative to disagreements between GCHD and the contractor.
- 1.7 Review the contractor's applications for payment for conformity to work actually completed and determine if the quality of work is in accordance with the Contract Documents.
- 1.8 Receive, review, and transmit to GCHD, inspection and test results, marked-up shop drawings, and other materials that are required to be collected by the contractor prior to final payment.

Task 2.0 – Project Representation

The consultant team will provide project representative services. The project representative will be present at the project site while active construction is in progress in order to provide guidance and determine whether there appear to be any defects or deficiencies in the construction work or materials. (Note that the representative will not guarantee the performance of the general contractor or his subcontractors.) Specifically, the project representative will provide the following services:

- 2.1 Observe progress and review construction work for general compliance with the Contract Documents.
- 2.2 Record any observed deviations from the materials specified and the methods of construction authorized. Recommend rejection of defective work.
- 2.3 Accompany inspectors of regulatory agencies having jurisdiction and report results to GCHD.
- 2.4 Verify that required tests are conducted and maintain a record thereof.
- 2.5 Verbally report observations at progress meetings as required.
- 2.6 Prepare special reports and recommendations during construction whenever the project representative believes that the contractor's work is unsatisfactory, faulty, defective, or does not conform to the Contract Documents.
- 2.7 After inspection by the project representative and GCHD and, if appropriate, issue a Certificate of Substantial Completion.
- 2.8 Conduct a final review of the project and prepare a punch list of items to be corrected and/or completed by the contractor prior to acceptance by GCHD. The project representative will

2

Mr. Gary Harvey
May 22, 2013
Page 3

conduct additional site visits as necessary to review and update the punch list until work is complete.

- 2.9 Conduct a final inspection to verify that all items on the punch list are completed and recommend final payment.

Task 3.0 – Construction Documentation

- 3.1 Record changes made during the period of construction, as furnished and recorded by the general contractor.
- 3.2 Conduct postconstruction survey, including cross sections as well as spot elevations in the area of construction sufficient to show postconstruction grading of the channel and the banks. It is anticipated that postconstruction survey will occur only after completion of all projects such that multiple sites can be surveyed successively.
- 3.3 Add the information from Tasks 3.1 and 3.2 on the plan sheets as the record drawings. The plan sets will be stamped by a professional engineer licensed in the State of New York.

TIME FOR COMPLETION

MMI will proceed with the services under this agreement promptly and diligently and will faithfully prosecute the work to completion. It is understood that this work may be subject to delays due to strikes, action of the elements, act of any government, civil disturbances, or any other cause beyond the reasonable control of MMI.

PROFESSIONAL FEES

Tasks 1.0 through 3.0 will be completed on a time-and-materials basis at the rates contained in our contract with the NYCDEP (copy attached). For planning purposes, the following budgetary estimates are suggested:

Task 1.0 – Construction Administration ¹	\$20,000
Task 2.0 – Project Representation ¹	\$47,750
Task 3.0 – Construction Documentation.....	\$8,000
Direct Expenses.....	<u>\$10,000</u>
	\$85,750

¹Assumes 12 weeks of active construction

Invoices will be submitted monthly, and payment is required upon receipt.

RESPONSIBILITIES OF THE CLIENT

GCHD, without cost to MMI, will:

2

Mr. Gary Harvey
May 22, 2013
Page 4

- (1) Place at the disposal of MMI copies of all available information pertinent to the project including reports, regulations, maps, and any other data relative to the project as may be requested by MMI.
- (2) Provide access to and make all provisions for MMI staff to enter upon public and private lands to the degree permitted by owners, as required to perform the work under this agreement.
- (3) Designate a person to act as GCHD's representative with respect to the work to be performed under this agreement, who shall have authority to transmit instructions, receive information, and interpret and define its policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this agreement.

STANDARD TERMS AND CONDITIONS

Work will be performed in accordance with MMI's Standard Terms and Conditions (copy attached), incorporated by reference.

ACCEPTANCE

The original and one copy of this proposal are enclosed. If it satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing one copy in the space provided and returning it to us for our files.

We look forward to a pleasant and rewarding association with you on this project.

Very truly yours,

MILONE & MACBROOM, INC.



Jeanine Armstrong Gouin, P.E.
Vice President

Enclosures

5167-01-0-m2213-prop.doc

The above proposal and attached Standard Terms and Conditions are understood and accepted:

By _____ Date _____

(Print name and title)

3

Engineering, Planning
Landscape Architecture
and Environmental Science



MILONE & MACBROOM[®]

June 13, 2013

Mr. Gary Harvey, Superintendent
Greene County Highway Department
240 West Main Street
P. O. Box 485
Catskill, NY 12414

RE: West Kill Creek Bank Stabilization Project – Spruceton Road (CR 6)
Lexington, Greene County, New York
MMI #3597-11-8

Dear Mr. Harvey:

We have received copies of the bids submitted for the above-mentioned project. All bids were received by 12:00 p.m. on Tuesday, June 11, 2013, at the offices of Greene County Soil and Water Conservation District at 907 County Office Building, Cairo, NY 12413. The following is a summation of the base bid, earthwork allowance, and both add alternate items in rank order from lowest to highest:

Rank	Bidder	Total Bid Amount
1	Bast Hatfield Construction	\$3,050,520
2	The Wesson Group	\$3,085,200
3	A. Servidone/B. Anthony Construction Corp.	\$3,191,297
4	Evergreen Mountain Contracting	\$3,224,360

We have reviewed the bids and verified the calculations. We have found two mathematical errors with the bid submitted by Bast Hatfield as follows:

- For Item number 8B (26-inch to 48-inch Diameter Boulders), an incorrect total was calculated based upon the unit cost multiplied by the unit quantity. 7,350 tons times the unit price of \$26.00 totals \$191,100. Bast Hatfield inserted \$188,500 on its bid form. This is a difference of \$2,600.
- The total base bid on Bast Hatfield's bid form was mathematically incorrect for the summation of the amounts listed on the bid form. The correct summation of items on the bid form should be \$2,532,520. Bast Hatfield listed the total base bid as \$2,527,520. This is a difference of \$5,000.

As a result of the above-mathematical errors, we believe that the total bid amount listed for Bast Hatfield should be adjusted to add \$7,600, with a corrected total bid of \$3,058,120.

Milone & MacBroom, Inc., 99 Realty Drive, Cheshire, Connecticut 06410 (203) 271-1773 Fax (203) 272-9733
www.miloneandmacbroom.com

Connecticut • Maine • Massachusetts • South Carolina • Vermont

③

Mr. Gary Harvey
June 13, 2013
Page 2

The lowest total bid amount including the base bid, allowances, and add alternates was submitted by Bast Hatfield. The second lowest bid was submitted by The Wesson Group in the amount of \$3,088,200, a difference of \$26,680. As allowed for in the bid specifications, qualifications have been requested from both contractors. Specifically, Article 19 states the following:

"In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

"Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents."

Bast Hatfield is the lowest bidder when considering the base bid, earthwork allowance, and add alternates. A recommendation of award is contingent upon successful demonstration of qualifications.

Very truly yours,

MILONE & MACBROOM, INC.



W. Andrew Greene, P.E., LEED AP
Associate

cc: Douglas Dekoskie, New York City Department of Environmental Protection
Jeff Flack, Greene County Soil and Water Conservation District

3597-11-8-jnl313-1-ltr.doc