

68495

**TO:** Board of Acquisition and Contract  
**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation  
**DATE:** March 19, 2019  
**SUBJECT:** First Amendment to Agreement No. 18-932 in the matter of Engineering Services in connection with Memorial Field Complex Rehabilitation, Phase II – Final Design, Mount Vernon, New York

**Consultant:** Woodard & Curran Engineering P.A. P.C.  
**Amendment Amount:** \$82,300.00

*Subconsultant Approval:* Fuller and D'Angelo, P.C.  
LynStaar Engineering, P.C. (**WBE**)  
Becker Engineering, P.C.

---

The County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), entered into Agreement Number 18-932 ("Agreement"), dated December 3, 2018, with Woodard & Curran Engineering P.A. P.C. ("Consultant"), 709 Westchester Avenue, Suite L2, White Plains, New York 10604, wherein the Consultant was to provide study services associated with Memorial Field Complex Rehabilitation, Phase I – Project Evaluation and Conceptual Planning, Mount Vernon, New York. The Agreement expires on December 31, 2020.

The engineering services included in the original Agreement have been in progress. The Consultant has developed several options for the site redevelopment program that have been reviewed by the County as the basis for final design. The County has been satisfied with the quality of services provided to date. The County has decided to proceed with the next phase of this project which includes final design. The final design is anticipated to take six (6) months to complete. Construction work for this project is anticipated to take 14 months and shall begin after award and execution of the construction contracts.

Authority of your Honorable Board is therefore requested to amend the existing Agreement between the County and the Consultant to provide for additional engineering services in connection with Memorial Field Complex Rehabilitation, Phase II – Final Design, Mount Vernon, New York. The Consultant shall provide final design services associated with this project. 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 County reserves the right to amend this Agreement with the Consultant at a future date to provide for construction phase services including, but not limited to, design services during construction, construction administration services, and project close-out services.

The objective of this project is to rehabilitate the complex at Memorial Field. This project will be done in multiple phases. The first phase of this project ("Phase I") includes an evaluation and conceptual planning of current site conditions to determine cost-effective redevelopment solutions which meet the desired programming needs for Memorial Field. The second phase of this project ("Phase II") includes final design required for the redevelopment and reconstruction of Memorial Field. The scope of work for this project includes, but is not limited to, the following: installation of a synthetic surface track and field, locker rooms, bleacher system to accommodate spectators, public restrooms, scoreboard, sound system, press box, LED field lighting, concession building, and ticket booth. This agreement will benefit the public as it will provide a venue for sporting events, concerts, and cultural events, thereby ensuring its safe use and enjoyment by the facility'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 \$882,300.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$967,300.00. The completion date of the Agreement shall be extended to December 31, 2022.

In addition, the Consultant has requested the utilization of the following subconsultants: Fuller and D'Angelo, P.C. (Architectural Services), 45 Knollwood Road, Elmsford, New York 10523; LynStaar Engineering, P.C. (Electrical and Mechanical Engineering Services), 12 Water Street, Suite 202, White Plains, New York 10601; and Becker Engineering, P.C. (Geotechnical Engineering Services), 777 Sunrise Highway, Suite 300, Lynbrook, New York 11563.

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/JJN/AS

# RESOLUTION

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

RESOLVED, that the existing Agreement No. 18-932 (“Agreement”) between the County of Westchester (“County”), acting by and through its Department of Public Works and Transportation (“Department”), and Woodard & Curran Engineering P.A. P.C. (“Consultant”), 709 Westchester Avenue, Suite L2, White Plains, New York 10604, be amended to provide for engineering services in connection with Memorial Field Complex Rehabilitation, Phase II – Final Design, Mount Vernon, New York. The Consultant shall provide final design services associated with this project. 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 County reserves the right to amend this Agreement with the Consultant at a future date to provide for construction phase services including, but not limited to, design services during construction, construction administration services, and project close-out services; and be it further

RESOLVED, that for the additional services rendered, the Consultant shall be paid a fee of \$882,300.00 pursuant to an approved budget, increasing the total maximum fee to \$967,300.00; and be it further

RESOLVED, that the use of the following subconsultants also be approved: Fuller and D’Angelo, P.C. (Architectural Services), 45 Knollwood Road, Elmsford, New York 10523; LynStaar Engineering, P.C. (Electrical and Mechanical Engineering Services), 12 Water Street, Suite 202, White Plains, New York 10601; and Becker Engineering, P.C. (Geotechnical Engineering Services), 777 Sunrise Highway, Suite 300, Lynbrook, New York 11563; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2022; 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	\$	85,000.00	(Study Services)
This Amendment		<u>882,300.00</u>	(Final Design Services)
<b>TOTAL</b>	<b>\$</b>	<b>967,300.00</b>	

**Agreement No. 18-932**

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	318	19	BLA01-46-S	6120-03	BA #50-2010	\$ 882,300.00

Budget Funding Year(s): 2019 Start Date: 12/03/18 End Date: 12/31/22  
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$882,300.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_

(must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_