

76693

TO: Board of Acquisition and Contract
FROM: Hugh J. Greechan, Jr., PE
Commissioner of Public Works and Transportation
DATE: May 12, 2020
SUBJECT: Second 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: \$294,000.00

Subconsultant Approval: Pillar Design Studios, LLC

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”), 800 Westchester Avenue, Suite N-507, Rye Brook, New York 10573, 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 was thereafter amended by Resolution approved March 21, 2019, for final design services associated with Memorial Field Complex Rehabilitation, Phase II – Final Design, Mount Vernon, New York and to extend the completion date of the Agreement to December 31, 2022.

The engineering services included in the original Agreement have been in progress. The Consultant has developed several options for the proposed work 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. During the development of design, the County requested several changes to the project scope which requires additional design including the following components: the addition of a skate park, the addition of a shotput throw form, the removal of the existing tennis facility building, the replacement of screening trees with shrubs in front of the building, reconfiguration of buildings in the entry plaza, and additional paving behind the grandstands.

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 Memorial Field Complex Rehabilitation, Phase II – Final Design, Mount Vernon, New York. The Consultant shall provide additional final design services associated with this project. 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 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 \$294,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$1,261,300.00. The completion date of the Agreement shall remain December 31, 2022.

In addition, the Consultant has requested the utilization of the following subconsultant: Pillar Design Studios, LLC, for Skate Park Design Services, 1960 W. Hawk Court, Chandler, Arizona 85286.

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/SG/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”), 800 Westchester Avenue, Suite N-507, Rye Brook, New York 10573, 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 additional final design services associated with this project. 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 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 \$294,000.00 pursuant to an approved budget, increasing the total maximum fee to \$1,261,300.00; and be it further

RESOLVED, that the use of the following subconsultant also be approved: Pillar Design Studios, LLC, for Skate Park Design Services, 1960 W. Hawk Court, Chandler, Arizona 85286; 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)
First Amendment	\$	882,300.00	(Final Design Services)
This Amendment	\$	<u>294,000.00</u>	(Additional Final Design Services)
TOTAL	\$	1,261,300.00	

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 #42-2020	\$ 294,000.00

Budget Funding Year(s): 2020 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.: _____
\$294,000.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____