

**93410**

**TO:** Board of Acquisition and Contract  
**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation  
**DATE:** May 24, 2022  
**SUBJECT:** Fourth Amendment to Agreement No. 18-932 in the matter of Engineering Services in connection with Memorial Field Complex Rehabilitation, Phase III - Construction Administration, Mount Vernon, New York  
**Consultant:** Woodard & Curran Engineering and Geological Services, P.A. P.C.  
**Amendment Amount:** \$750,000.00

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Pursuant to a resolution approved on November 29, 2018, your Honorable Board authorized the County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), to enter into Agreement Number 18-932 ("Agreement") with Woodard & Curran Engineering P.A. P.C. ("Consultant"), for the Consultant to provide study services associated with the Memorial Field Complex Rehabilitation, Phase I – Project Evaluation and Conceptual Planning, Mount Vernon, New York for a total compensation of \$85,000.00 pursuant to an approved budget with a completion date of December 31, 2020. The Agreement was subsequently executed on December 3, 2018.

Pursuant to a resolution approved on March 21, 2019, your Honorable Board authorized the County to amend the Agreement for the Consultant to provide engineering services in connection with the Memorial Field Complex Rehabilitation, Phase II – Final Design, Mount Vernon, New York for a fee of \$882,300.00 pursuant to an approved budget, thereby increasing the total maximum fee to \$967,300.00, and extending the completion date of the Agreement, as amended, to December 31, 2022 with the County reserving the right to further amend the Agreement for construction phase services (the "First Amendment"). The First Amendment was subsequently executed on March 26, 2019.

Pursuant to a resolution approved on May 21, 2020, your Honorable Board authorized the County to further amend the Agreement for the Consultant to provide additional final design services associated with the Memorial Field Complex Rehabilitation, Phase II – Final Design, Mount Vernon, New York and increase the not to exceed amount by an additional amount not to exceed \$294,300.00 pursuant to an approved budget for a total amount not to exceed \$1,261,300.00 (the "Second Amendment"). The Second Amendment was subsequently executed on June 5, 2020.

Pursuant to a resolution approved on July 16, 2020, your Honorable Board authorized the County to consent to the assignment of the Agreement, as amended, from Woodard & Curran Engineering P.A. P.C. to Woodard & Curran Engineering and Geological Services, P.A. P.C. On August 19, 2020, the parties entered into an Assignment of the Agreement, as amended, from Woodard & Curran Engineering P.A. P.C. to Woodard & Curran Engineering and Geological Services, P.A. P.C.

Pursuant to a resolution approved on August 27, 2020, your Honorable Board authorized the County to further amend the Agreement for the Consultant to provide construction administration services and design services during construction associated with the Memorial Field Complex Rehabilitation, Phase III – Construction Administration, Mount Vernon, New York for a fee of \$1,195,000.00 pursuant to an approved budget for a total maximum fee of \$2,456,300.00 (the “Third Amendment”). The Third Amendment was subsequently executed on August 27, 2020.

By a resolution approved July 30, 2020, your Honorable Board awarded a construction contract for this project to The LandTek Group, Inc. (the “Contractor”). During construction, it was determined that there were unforeseen conditions associated with removal and disposal of unexpected soil and debris as well as modifications to the building foundations and other systems. These unforeseen conditions require additional work and time to complete the project.

In order to provide sufficient resources for the project and maintain continuity, the County has requested that the Consultant provide additional construction administration services and design services during construction through project closeout to the date final payment to the Contractor is approved by your Honorable Board (“Completion of the Project”) as set forth herein.

Therefore, authority of your Honorable Board is hereby requested to further amend the Agreement for the Consultant to provide additional engineering services in connection with the Memorial Field Complex Rehabilitation, Phase III – Construction Administration, Mount Vernon, New York. The Consultant shall provide additional construction administration services and design services during construction associated with this project. For construction administration services, the Consultant shall, among other things, monitor the construction procedures on the site to ensure compliance with the contract documents, review and approve the construction schedule, submit construction progress reports, review and process contractor’s applications for payment, perform site walks/inspections, develop project closeout punch list(s), and perform project close out punch list inspections. For the design services during construction, the Consultant shall be responsible for shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings.

The additional services are to be provided for the term of the Agreement, as amended.

In addition, the parties will acknowledge that currently the contractor’s scheduled substantial completion date for the project is approximately July 22, 2022 and extension(s) of this date may be requested by the contractor and approved by the County. Moreover, the parties will further agree that the additional services described in the proposed amendment shall not include additional services required by (1) a significant change in the project scope of work, including, but not limited to a significant change in the size, quality or complexity of the project, or (2) an extension of the Contractor’s scheduled substantial completion date for the project beyond October 31, 2022 or other significant changes in the project schedule, and that, if (1) or (2) occur, such additional services and any additional payments to the Consultant beyond the \$750,000.00 lump sum amount, shall be subject to the parties entering into a further amendment to the Agreement and the County receiving approval by your Honorable Board.

The objective of this project is to rehabilitate the complex at 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, as amended, 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 proposed 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 provided under the proposed amendment is a lump sum amount of \$750,000.00 payable in 8 consecutive monthly invoices of equal value for the months of January through August 2022 totaling \$675,000.00 with the 9<sup>th</sup> monthly invoice in the amount of \$75,000.00 being due upon Completion of the Project for a total amount payable under the Agreement, as amended, not to exceed \$3,206,300.00.

The term of the Agreement, as amended, shall be extended to Completion of the Project.

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/jr/ran

# RESOLUTION

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

RESOLVED, that the agreement No. 18-932 between the County of Westchester (“County”), acting by and through its Department of Public Works and Transportation (“Department”), and Woodard & Curran Engineering and Geological Services, P.A. P.C. (“Consultant”), dated December 3, 2018, as amended by the first Amendment to agreement No. 18-932, dated March 26, 2019, the second amendment to agreement No. 18-932, dated June 5, 2020, and the third amendment to agreement No. 18-932, dated August 27, 2020 (collectively, the “Agreement”) is hereby amended to provide for additional engineering services in connection with the Memorial Field Complex Rehabilitation, Phase III – Construction Administration, Mount Vernon, New York. The Consultant shall provide additional construction administration services and design services during construction associated with this project through project closeout to the date that final payment to the contractor, The LandTek Group, Inc. (the “Contractor”) is approved by the Board of Acquisition and Contract (“Completion of the Project”). For construction administration services, the Consultant shall, among other things, monitor the construction procedures on the site to ensure compliance with the contract documents, coordinate scheduled activities of the contractors, submit construction progress reports, review and process contractors’ applications for payment, perform site walks/inspections, develop project closeout punch list(s), and perform project close out punch list inspections. For design services during construction, the Consultant shall be responsible for shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings; and be it further

RESOLVED, that the additional services referred to above under the proposed amendment are to be provided for the term of the Agreement, as amended, and the parties will acknowledge that currently the Contractor’s scheduled substantial completion date for the project is approximately July 22, 2022 and extension(s) of this date may be requested by the Contractor and approved by the County. Moreover, the parties will further agree that the additional services described in the proposed amendment shall not include additional services required by (1) a significant change in the project scope of work, including, but not limited to a significant change in the size, quality or complexity of the project, or (2) an extension of the Contractor’s scheduled substantial completion date for the project beyond October 31, 2022 or other significant changes in the project schedule, and that, if (1) or (2) occur, such additional services and any additional payments to the Consultant beyond the \$750,000.00 lump sum amount, shall be subject to the parties entering into a further amendment to the Agreement and the County receiving approval from your Honorable Board; and be it further

RESOLVED, that for the additional services rendered under the proposed amendment, the Consultant shall be paid a lump sum fee of \$750,000.00 payable in 8 consecutive monthly invoices of equal value for the months of January through August 2022 totaling \$675,000.00 with the 9<sup>th</sup> monthly invoice in the amount of \$75,000.00 being due upon Completion of the Project, for a total amount payable under the Agreement, as amended, not to exceed \$3,206,300.00; and be it further

RESOLVED, that the term of the Agreement, as amended, shall be extended to the Completion of the Project; and be it further

RESOLVED, that except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect; and be it further

# RESOLUTION

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)
Second Amendment	294,000.00	(Additional Final Design Services)
Assignment	0.00	(Assignment of Agreement)
Third Amendment	1,195,000.00	(Construction Administration Services & Design Services During Construction)
This Amendment	<u>750,000.00</u>	(Additional Construction Administration Svcs & Design Services During Construction)
TOTAL	\$ 3,206,300.00	

Agreement No. 18-932

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	372	42	RMF02-06-I	6120-03	BA #182-2022	\$ 750,000.00

Budget Funding Year(s): 2022 Start Date: 12/03/18 End Date: 12/31/23  
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$750,000.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_

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APPROVED BOARD OF ACQUISITION & CONTRACT - 05/26/2022 - RAYMOND SCULK, SECRETARY