

111681

**TO:** Board of Acquisition and Contract  
**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation  
**DATE:** August 19, 2025

**SUBJECT:** First Amendment to Agreement No. 22-917 in the matter of Geotechnical Consulting Services and Material Testing Services for Various Projects

**Consultant:** **Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.**

**Amendment Amount:** **\$2,000,000.00**

The County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), entered into Agreement No. 22-917 ("Original Agreement"), approved on August 4, 2022, with Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. ("Consultant"), 70 Pleasant Hill Road, P.O. Box 37, Mountainville, New York 10953, wherein the Consultant was to provide Geotechnical Consulting Services and Material Testing Services for Various Projects. The Original Agreement expires on August 14, 2025. The Agreement may be extended for an additional two (2) years at the sole option of the County.

Some of the project management services that are being provided pursuant to the Original Agreement, are still underway and require additional time to complete ("Remaining Work"). The Remaining Work consists of the following: (i) Geothermal Testing Services, Grasslands Special Operations Division ("SOD") Vehicle Storage Facility (Work Order #4); (ii) Geotechnical Engineering and Construction Testing Services, Various Locations and Environmental Sampling and Testing (Work Order #6); (iii) Geotechnical Engineering Services, Cranberry Lake Nature Center Building and Cranberry Lake Boardwalk (Work Orders #10a & 10b); (iv) Mohansic Golf Course Test Pits (Work Order #11); (v) Briarcliff Peekskill Trailway (Work Order #12); (vi) Geotechnical Engineering Services, Ward Pound Ridge Fire Tower (Work Order #13); (vii) Mohansic Golf Course Utility Mark-Out (Work Order #14); (viii) Michaelian Office Building ("MOB") Flagpole Structural Inspection (Work Order #15); and (ix) Geotechnical Engineering Services, Proposed Labs and Research Building (Work Order #16). In order to provide anticipated services for the remainder of the term, the Department needs to amend this Agreement for additional services and extend the term of the Agreement.

Authority of your Honorable Board is therefore requested to amend the existing Agreement between the County and the Consultant to provide for additional Geotechnical Consulting Services and Material Testing Services for various projects. The Consultant shall provide these services to assist Department personnel in the planning, design, permitting, and construction administration of various projects. For geotechnical consulting services, the Consultant shall prepare a subsurface investigation and a geotechnical engineering report consisting of soils analysis and foundation design recommendations. The Consultant shall undertake any such data acquisition, exploratory work including but not limited to soil borings, rock corings, and other sampling methods in addition to survey work necessary to ensure complete reports. For material testing services, the Consultant shall sample and test roadway pavement cores to determine asphalt, concrete and/or subbase thicknesses as well as the quality of the pavement materials, though physical or visual testing. The Consultant may also test concrete and structural steel to determine strength and durability properties. The Consultant shall also provide other consulting services as directed by the Commissioner of the Department.

The objective of this project will be to provide geotechnical consulting services and material testing services for various projects. This work is necessary to augment the Department's Engineering Division staff during the study, design, and construction phases of a capital project. Projects vary in complexity and may include buildings, roads, bridges, recreational facilities, and environmental facilities. Project budgets may range from \$100,000 to \$10,000,000. This Agreement will benefit the public as it will provide a cost-effective method to manage capital projects, thereby ensuring timely project completion within budget.

The engineering discipline encompassed in this Amendment is not new, but rather, it is an integral part of the agreement scope that involves the same degree of skill, experience and complexity as the expertise generally described in the original agreement scope. Accordingly, this type of engineering discipline was originally contemplated in the Professional Prequalification Board and Professional Selection Board process.

The Agreement fee was increased by an additional \$2,000,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$4,000,000.00. The completion date of the Agreement shall be extended retroactively from August 14, 2025 until August 14, 2027.

Except as specifically amended hereby, all other terms and conditions of the Agreement will remain the same and in full force and effect.

The Department of Public Works and Transportation will track scheduling and accomplishments by the Consultant and perform on-site inspections to ensure the successful completion of this project. It is recognized and understood that the County shall evaluate the performance of this Agreement by the Consultant and shall use such evaluation in deciding to award future contracts to the Consultant.

I urge your favorable consideration of the annexed proposed Resolution.

HJG/AS/cg

# RESOLUTION

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

RESOLVED, that the County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), be and is hereby authorized to amend Agreement No. 22-917, ("Agreement") with Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. ("Consultant"), 70 Pleasant Hill Road, P.O. Box 37, Mountainville, New York 10953, be amended to provide additional Geotechnical Consulting Services and Material Testing Services for Various Projects. For geotechnical consulting services, the Consultant shall prepare a subsurface investigation and a geotechnical engineering report consisting of soils analysis and foundation design recommendations. The Consultant shall undertake any such data acquisition, exploratory work including but not limited to soil borings, rock corings, and other sampling methods in addition to survey work necessary to ensure complete reports. For material testing services, the Consultant shall sample and test roadway pavement cores to determine asphalt, concrete and/or subbase thicknesses as well as the quality of the pavement materials, though physical or visual testing. The Consultant may also test concrete and structural steel to determine strength and durability properties. The Consultant shall also provide 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 \$2,000,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$4,000,000.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended retroactively from August 14, 2025 until August 14, 2027; 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.

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	\$ 2,000,000.00	(Geotechnical Consulting Services and Material Testing Services)
This Amendment	2,000,000.00	(Additional Geotechnical Consulting Services, Material Testing Services and
TOTAL	\$ 4,000,000.00	Extension to 8/14/2027)

Agreement No. 22-917

Account to be  
Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
366	46	TBD	6120-03	TBD	\$2,000,000.00

Budget Funding Year(s): 2022-2027 Start Date: 08/15/2022 End Date: 08/14/2027  
(must match resolution)

Funding Source: Tax Dollars: 100% County

Contractor Federal I.D. No./  
Social Security No.: \_\_\_\_\_

State Aid: \_\_\_\_\_

\$ 2,000,000.00 Federal

Vendor No.: \_\_\_\_\_

Aid: \_\_\_\_\_

Encumbrance No.: \_\_\_\_\_

(must match resolution) Other: \_\_\_\_\_