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**TO:** Board of Acquisition and Contract

**FROM:** Hugh J. Greechan, Jr., PE  
Commissioner of Public Works and Transportation

**DATE:** April 29, 2025

**SUBJECT:** Third Amendment to Agreement No. 18-928 in the matter of Architectural and Engineering Services in connection with Westchester County Parking Garage Rehabilitation, White Plains Complex, White Plains, New York

**Consultant:** Lothrop Associates Architects D.P.C.  
**Agreement Amount:** \$2,198,920.60  
*Subconsultant Approval:* Greenman-Pedersen, Inc.

The County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), entered into Agreement No. 18-928 ("Agreement"), approved January 31, 2019, with Lothrop Associates LLP ("Consultant"), 333 Westchester Avenue, White Plains, New York 10604, wherein the Consultant was to provide design services associated with Westchester County Parking Garage Rehabilitation, White Plains Complex, White Plains, New York. The Agreement expires on December 31, 2025.

The Agreement was thereafter amended by Resolution approved February 3, 2022, for additional design services associated with the project. ("First Amendment").

The Agreement was thereafter further amended by Resolution approved April 25, 2024, for an assignment of Agreement from Lothrop Associates LLP to Lothrop Associates Architects D.P.C., for additional design services associated with the project and to extend the term of the Agreement to December 31, 2028 ("Second Amendment").

The architectural and engineering services included in the original Agreement have been in progress. The County has been satisfied with the quality of services provided to date. This project is being done in multiple phases. Currently Phase II of the project is under construction. Design Services for Phase III are required at this time.

Authority of your Honorable Board is therefore requested to further amend the existing Agreement between the County and the Consultant to provide for additional architectural and engineering services in connection with Westchester County Parking Garage Rehabilitation, White Plains Complex, White Plains, New York. The Consultant shall provide additional design services associated with Phase III of 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 Consultant shall provide additional design services during construction consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings. The County also reserves the right to amend this Agreement with the Consultant at a future date to provide for additional design phase services and construction phase services.

The objective of this project is to provide professional architectural and engineering services associated with rehabilitation of the Parking Garage located at the White Plains Complex. The structural deterioration at the Westchester County White Plains Complex Parking Garage has continued to increase over time. Emergency rehabilitation work was undertaken to remove loose concrete, rehabilitate exposed steel reinforcing bars, and apply

fiber wrap and epoxy. Based upon further investigation and analysis of the entire parking garage, extensive deteriorated conditions were discovered in multiple locations requiring corrective measures. Failure to undertake this project may result in continued structural deterioration potentially leading to property damage and/or personal injury. This Agreement will benefit the public as it will enhance the structural integrity of the parking garage ensuring its safe use by people parking their vehicles in the facility.

The architectural and 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 architectural and 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 \$2,198,920.60 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$4,840,508.60. The completion date of the Agreement shall be extended to December 31, 2030.

In addition, the Consultant has requested the utilization of the following subconsultant: Greenman-Pedersen, Inc. ("GPI"), for Structural Engineering Services, 2 Executive Boulevard, Suite 202, Suffern, New York 10901.

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/GMK/AS/cg

# RESOLUTION

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

RESOLVED, that the existing Agreement No. 18-928 ("Agreement") between the County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), and Lothrop Associates Architects D.P.C. ("Consultant"), 333 Westchester Avenue, White Plains, New York 10604, be further amended to provide for additional architectural and engineering services associated with Westchester County Parking Garage Rehabilitation, White Plains Complex, White Plains, New York. The Consultant shall provide additional design services associated with Phase II of 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 Consultant shall provide additional design services during construction consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings. The County also reserves the right to amend this Agreement with the Consultant at a future date to provide for additional design phase services and construction phase services; and be it further

RESOLVED, that for the additional services rendered, the Consultant shall be paid a fee of \$2,198,920.60 pursuant to an approved budget, increasing the total maximum fee to \$4,840,508.60; and be it further

RESOLVED, that the use of the following subconsultant also be approved: Greenman-Pedersen, Inc. ("GPI"), for Structural Engineering Services, 2 Executive Boulevard, Suite 202, Suffern, New York 10901; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2030; 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	\$	839,558.00	(Design Services)
First Amendment		1,550,000.00	(Additional Design Services)
Second Amendment		252,030.00	(Assignment, Additional Design Services and Term Extension to 12/31/2028)
This Amendment		2,198,920.60	(Additional Design Services and Term Extension to 12/31/2030)
TOTAL	\$	4,840,508.60	

## Agreement No. 18-928

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	346	46	BPF40-02-E	6120-01	BA #184-2023	\$2,198,920.60

Budget Funding Year(s): 2025 Start Date: 02/06/19 End Date: 12/31/30  
(must match resolution)

Funding Source: Tax Dollars: <u>100% County</u>	Contractor Federal I.D. No./
State Aid: _____	Social Security No.: _____
\$ <u>2,198,920.60</u> Federal Aid: _____	Vendor No.: _____
(must match resolution) Other: _____	Encumbrance No.: _____