

ID #113849

TO: Board of Acquisition and Contract

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

DATE: June 03, 2026

SUBJECT: Authority for the County of Westchester to enter into an Eighth Amendment to Agreement No. 16-918 with LiRo Engineers, Inc., for Engineering Services in connection with Playland Rehabilitation and Upgrades, Rye, New York in order to increase the agreement by an amount not to exceed \$4,177,268.00, bringing the total contract amount not to exceed to \$41,230,764.41.

The County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), entered into Agreement No. 16-918 ("Agreement"), dated August 17, 2016, with LiRo Engineers, Inc. ("Consultant"), 3 Aerial Way, Syosset, New York 11791, pursuant to which the Consultant would provide design, construction administration, and program management services associated with Playland Rehabilitation and Upgrades, Rye, New York ("Project") for a term expiring on December 31, 2021. The Agreement was duly executed for a total amount not to exceed \$4,949,131.00.

By Resolution approved January 24, 2019, the Agreement was amended to include additional design, construction administration, and program management services associated with this project, and increase the amount of the contract by \$10,879,555.00 and to extend the term of the Agreement to December 31, 2029 ("First Amendment").

By Resolution approved April 22, 2021, the Agreement was further amended to include additional design, construction administration, and program management services associated with this project, and increase the amount of the contract by \$8,228,971.00 ("Second Amendment").

By Resolution approved November 10, 2021, the Agreement was further amended, to revise the scope of work associated with this project ("Third Amendment").

By Resolution approved August 18, 2022, the Agreement was further amended, to include additional design, construction administration, and program management services and increase the amount of the contract by \$6,587,679.00 ("Fourth Amendment").

By Resolution approved February 22, 2024, the Agreement was further amended, to include additional design, construction administration, and program management services, and increase the amount of the contract by \$2,500,000.00 ("Fifth Amendment").

By Resolution approved December 5, 2024, the Agreement was further amended, to include additional design, construction administration, and program management services, and increase the amount of the contract by \$1,322,373.00 ("Sixth Amendment").

By Resolution approved August 28, 2025, the Agreement was thereafter further amended, to include additional design, construction administration, and program management services, and increase the amount of the contract by \$2,585,787.41 ("Seventh Amendment").

Pursuant to the Agreement and each of the above amendments, the Agreement was extended through December 31, 2029 and increased by \$32,104,365.41 bringing the total amount not to exceed through the Seventh Amendment to \$37,053,496.41.

The Project is being done in multiple phases. The engineering services included in the Agreement have been in progress, and the County has been satisfied with the quality of services provided to date. Playland's aging infrastructure introduced a range of unexpected field challenges during construction, each of which required the consultants to engineer site-specific solutions that adhere to the highest safety standards possible. Further, final Building Code review and approval is required on all Playland related construction necessitating additional work and revisions to incorporate code regulations into proposed solutions developed by the consultant.

Board of Acquisition and Contract
Agreement No. 16-918, Eighth Amendment
Playland Rehabilitation and Upgrades
Rye, New York
LiRo Engineers, Inc.

Authority is now requested to amend the Agreement again in order to provide additional design, construction administration, and program management services associated with this Project that is outside of the scope of work included in the existing Agreement but directly and intrinsically related to the Project scope of work. 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. For additional construction administration services, the Consultant shall monitor the construction procedures on the site to ensure compliance with the contract documents, coordinate scheduled activities of the contractors, submit construction progress reports and review and process contractors' applications for payment. For additional program management services, the Consultant shall review and coordinate the design and construction of all projects proposed at Playland.

The objective of this project is to provide for the rehabilitation and upgrading of various existing facilities at Playland which includes the following:

- Various Rides and Components (RP006)
- Ice Casino Improvements (RP02A)
- Shoreline Rehabilitation (RP025)
- Structural Restoration (RP028)
- Administration Building Rehabilitation (RP040)
- Colonnade Rehabilitation (RP23B)
- Tower Rehabilitation (RP23F)
- Playland Switchgear Building (RP031)
- Fire Suppression System (RP033)
- Playland Site Improvements and Playland Parking Lot Drainage Improvement (RP042/RP047)

Playland was originally constructed in the 1920's and is listed on the National Register of Historic Places. As such, the proposed improvements will be done in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. This Agreement will benefit the public as it will enhance this recreational facility thereby ensuring its safe use and enjoyment by the park's visitors.

The engineering discipline encompassed in this Eighth 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 \$4,177,268.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to an amount not to exceed \$41,230,764.41. The Department will track scheduling and accomplishments by the Consultant and perform on-site inspections to ensure the successful completion of this Project.

Except as otherwise specifically amended hereby, all remaining terms and conditions of the Agreement, as amended, shall remain in full force and effect.

Accordingly, I respectfully recommend your Honorable Board's approval of the attached Resolution.

HJG/GK/BH/BS/cg

RESOLUTION

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

RESOLVED, that the County of Westchester ("County") is hereby authorized to further amend its agreement No. 16-918 ("Agreement") with LiRo Engineers, Inc. ("Consultant"), 3 Aerial Way, Syosset, New York 11791, in order to provide additional engineering services in connection with Playland Rehabilitation and Upgrades, Rye, New York. The Consultant shall provide additional design, construction administration, and program management services associated with this project that is outside of the scope of work included in the Agreement, as previously amended, but directly and intrinsically related to the Project scope of work. 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. For additional construction administration services, the Consultant shall monitor the construction procedures on the site to ensure compliance with the contract documents, coordinate scheduled activities of the contractors, submit construction progress reports and review and process contractors' applications for payment. For additional program management services, the Consultant shall review and coordinate the design and construction of all projects proposed at Playland; and be it further

RESOLVED, that for the additional services to be provided the Consultant shall be paid a fee of \$4,177,268.00 pursuant to an approved budget, increasing the total amount of the Agreement plus amendments to an amount not to exceed \$41,230,764.41; 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	\$ 4,949,131.00	(Design, Construction Administration, and Program Management Services)
First Amendment	\$ 10,879,555.00	(Additional Design, Construction Administration, and Program Management Services)
Second Amendment	\$ 8,228,971.00	(Additional Design, Construction Administration, and Program Management Services)
Third Amendment	\$ 0.00	(Scope of Work Revision)
Fourth Amendment	\$ 6,587,679.00	(Additional Design, Construction Administration, and Program Management Services)
Fifth Amendment	\$ 2,500,000.00	(Additional Design, Construction Administration, and Program Management Services)
Sixth Amendment	\$ 1,322,373.00	(Additional Design, Construction Administration, and Program Management Services)
Seventh Amendment	\$ 2,585,787.41	(Additional Design, Construction Administration, and Program Management Services)
<u>This Amendment</u>	<u>\$ 4,177,268.00</u>	(Additional Design, Construction Administration, and Program Management Services)
TOTAL	\$ 41,230,764.41	

Agreement No. 16-918

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
372	42	RP056-01-I	6210-99	BA #51-2026	\$ 4,177,268.00

Budget Funding Year(s): 2026 Start Date: 08/17/16 End Date: 12/31/29
(must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./ Social Security No.: _____
State Aid: _____ Vendor No.: _____
\$4,177,268.00 Federal Aid: _____ Encumbrance No.: _____
(must match resolution) Other: _____