

76836

TO: Board of Acquisition and Contract
FROM: Hugh J. Greechan, Jr., PE
Commissioner of Public Works and Transportation
DATE: May 26, 2020
SUBJECT: Second Amendment to Agreement No. 14-941 in the matter of Engineering Services in connection with the Reconstruction of Terminal Ramp, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York

Consultant: CHA Consulting, Inc.
Amendment Amount: \$1,413,433.00

Pursuant to a Resolution approved on March 12, 2015, the County of Westchester ("County") entered into Agreement Number 14-941 (the "Agreement") with CHA Consulting, Inc. ("Consultant"), III Winners Circle, P.O. Box 5269, Albany, New York 12205, commencing on March 27, 2015, wherein the Consultant was to provide design and construction administration services in connection with the Reconstruction of Terminal Ramp, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York. The Agreement was thereafter amended by Resolution approved on December 20, 2018, to extend the completion date of the Agreement to December 31, 2020. In addition, your Honorable Board, at its meeting held on April 18, 2019, authorized the approval of Control Point Associates, Inc. as a subconsultant on the Agreement.

The engineering services included in the original Agreement are in progress. The County has been satisfied with the quality of services provided to date. This project is being constructed in eight phases. It is anticipated that Phase 7 construction will commence in 2020 and Phase 8 construction will commence in 2021. Due to unforeseen field conditions, construction is expected to take longer than originally anticipated. Due to the extended construction time frame, additional construction administration services and design services during construction are necessary.

It is therefore requested that the existing Agreement be further amended to provide for additional construction administration services and design services during construction in connection with the Reconstruction of Terminal Ramp at Westchester County Airport. For 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. In addition, the Consultant shall provide 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 objective of this project is to improve the aircraft deicing fluid collection system at the Westchester County Airport. The existing pavement under drain system collects glycol that can penetrate through the pavement at the terminal ramp and Taxiway A. The project work shall include, but is not limited to, the following items: (i) reconfiguring the cross section of Taxiway A; (ii) removing existing trench drains and installing drainage structures; and (iii) placing a liner under the pavement section to prevent glycol from contaminating the sub grade. The proposed under drain system would be permanently tied into the glycol collection system. The deicing work is necessary so that the Airport is in compliance with all applicable environmental regulations. This Agreement will benefit the public as it will ensure environmental compliance, thereby enhancing the health, safety, and general welfare of the residents of Westchester County. Neglecting to undertake these improvements would result in regulatory violations.

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 \$1,413,433.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$3,940,701.26. The completion date of the Agreement shall be extended to December 31, 2022.

Payment for this contract will be made from the Airport Special Revenue Fund, not the County General Fund and will not impact the County tax levy.

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.

Proposed form of Resolution to accomplish the foregoing is attached hereto.

HJG/JA/as

RESOLUTION

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

RESOLVED, that the existing Agreement No. 14-941 (the "Agreement"), between the County of Westchester ("County") and CHA Consulting, Inc. ("Consultant"), III Winners Circle, P.O. Box 5269, Albany, New York 12205, be amended to provide for additional construction administration services and design services during construction in connection with the Reconstruction of Terminal Ramp at Westchester County Airport. For 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. In addition, the Consultant shall provide design services during construction consisting of shop drawing and submittal review, attendance at project meetings, periodic site visits and preparation of as-built drawings; and be it further

RESOLVED, that for the additional services rendered in accordance with the Consultant's proposal, CHA Consulting, Inc., shall be paid a fee of \$1,413,433.00 pursuant to an approved budget, increasing the total maximum fee to \$3,940,701.26; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2022; 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	\$ 2,527,268.26	(Design and Construction Administration Services)
First Amendment	0.00	(Agreement Term Extension)
This Amendment	<u>1,413,433.00</u>	(Additional Construction Admin. Services and Design Services During Construction)
TOTAL	\$ 3,940,701.26	

Agreement No. 14-941

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	361	44	A069A-04-I	6120-05	BA #81-2020	\$ 1,413,433.00

Budget Funding Year(s): 2020 Start Date: 03/12/15 End Date: 12/31/22
 (must match resolution)

Funding Source: Tax Dollars: _____ Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$1,413,433.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: 100% Airport Special Revenue Fund Encumbrance No.: _____