

**30523**

**TO:** Board of Acquisition and Contract

**FROM:** Jay T. Pisco, PE  
Commissioner of Public Works and Transportation

**DATE:** November 13, 2012

**SUBJECT:** Second Amendment (of a Multi-Phased Agreement) to Agreement No. 08-904  
In the matter of Engineering Services in connection with the  
Aircraft Deicing Fluid Collection System Improvements and Ground Boarding  
Enclosed Pedestrian Walkways, Westchester County Airport,  
Towns of Harrison and North Castle and Village of Rye Brook, New York

**Consultant:** Clough Harbour & Associates, LLP  
**Amendment Amount:** \$981,371.01

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Authority of your Honorable Board is requested to amend the existing Agreement between the County of Westchester and Clough Harbour & Associates, LLP, III Winners Circle, PO Box 5269, Albany, New York 12205. The original Agreement dated August 7, 2008, was for engineering services in connection with the Aircraft Deicing Fluid Collection System Improvements and Ground Boarding Enclosed Pedestrian Walkways, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York. The Agreement was thereafter amended pursuant to a Resolution approved June 17, 2010, to provide for engineering services in connection with the Aircraft Deicing Fluid Collection System Improvements and Ground Boarding Enclosed Pedestrian Walkways, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York.

The consultant has completed the design of Phase I for this project which is included in the existing Agreement. Phase I includes work at Hangar A. Phase II includes apron reconstruction from Hangar A to the existing guard building adjacent to the terminal. During the design of Phase I, the following issues have arisen which are outside of the scope of work included in the existing Agreement: (1) The original design scope specified that construction was to be performed in five phases. After the original Phase I design documents were completed, the consultant was requested to redesign Phase I in order to spread construction over seven phases, thereby making the project more manageable. This redesign effort is beyond the scope of the existing Agreement; (2) The south Passenger Walkway design was modified in order to accommodate relocated utilities and handicap access ramps that were not included in the scope of the existing Agreement; and (3) The consultant provided design and construction support services for utility improvement work at the Airport that was not included in the scope of the existing Agreement.

It is therefore requested that the existing Agreement be amended to provide for engineering services in connection with this project. The consultant shall provide additional design services and construction administration services associated with Phase I of this project that address issues that have arisen which are outside of the scope of work included in the existing Agreement. In addition, the consultant shall provide design services associated with Phase II of this project. Design services shall include the completion of construction documents (plans and specifications), construction cost estimates, any required addenda, and 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 design services during construction consisting of shop drawing and submittal reviews, attendance at project meetings, periodic site visits and preparation of as-built drawings. For construction administration services, the consultant shall monitor the construction procedures on the site to ensure compliance with the contract documents,

**Board of Acquisition and Contract  
Agreement No. 08-904, Second Amendment,  
Aircraft Deicing Fluid Collection System Improvements and  
Ground Boarding Enclosed Pedestrian Walkways,  
Westchester County Airport,  
Towns of Harrison and North Castle and Village of Rye Brook, New York  
Clough Harbour & Associates, LLP  
Page 2**

coordinate scheduled activities of the contractors, submit construction progress reports and review and process contractors' applications for payment.

The objective of this project is to improve the aircraft deicing fluid collection system and to provide ground boarding enclosed pedestrian walkways at the Westchester County Airport. The deicing work is necessary so that the Airport is in compliance with all applicable environmental regulations. The pedestrian walkway work is necessary to ensure compliance with the Americans with Disabilities Act (ADA) as required by the Federal Aviation Administration (FAA) so that all passengers have safer access from the Terminal Building to the aircraft. The additional services provided by the Consultant under this Amendment will ensure that this project is completed in a timely manner. 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.

The original intent of this Agreement was to have the design and construction administration performed in multiple phases as subsequent funding became available. The initial design phase defined the scope of work and the required budget for the subsequent phases of design and construction administration, for which funding has been approved.

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 \$981,371.01, pursuant to an approved budget, bringing the total Agreement plus Amendments to \$2,998,378.24. The completion date of the Agreement shall remain December 31, 2015.

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

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

# RESOLUTION

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

RESOLVED, that the existing Agreement between the County of Westchester and Clough Harbour & Associates, LLP, III Winners Circle, PO Box 5269, Albany, New York 12205, be amended to provide for engineering services associated with the Aircraft Deicing Fluid Collection System Improvements and Ground Boarding Enclosed Pedestrian Walkways, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York. The consultant shall provide additional design services and construction administration services associated with Phase I of this project that address issues that have arisen which are outside of the scope of work included in the existing Agreement. In addition, the consultant shall provide design services associated with Phase II of this project. Design services shall include the completion of construction documents (plans and specifications), construction cost estimates, any required addenda, and 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 design services during construction consisting of shop drawing and submittal reviews, attendance at project meetings, periodic site visits and preparation of as-built drawings. 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; and be it further

RESOLVED, that for the additional services rendered in accordance with the consultant's proposal for the current phase of this multi-phase project, Clough Harbour & Associates, LLP, shall be paid a fee of \$981,371.01 pursuant to an approved budget, increasing the total maximum fee to \$2,998,378.24; 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.

JTP/PC/JM/AS

Original Agreement	\$ 1,501,348.92	(Design Services)
First Amendment	515,658.31	(Supplemental Design Services)
This Amendment	<u>981,371.01</u>	(Design Services – Phase I & II and Constr. Admin. Services – Phase I)
<b>TOTAL</b>	<b>\$ 2,998,378.24</b>	

Agreement No. 08-904

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase or Unit	Object/Sub Object	Trust Account	Dollars
	362	44	A006903E	6120-03		\$312,000.00
	362	44	A006905E	6120-03		\$78,000.00
	362	44	A006905I	6120-05		\$415,000.00
	362	44	A008314I	6120-05		\$176,371.01

Budget Funding Year(s): 2012 Start Date: 12/28/12 End Date: 12/31/15  
 (must match resolution)

Funding Source: Tax Dollars: \_\_\_\_\_ Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$981,371.01 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: 100% Airport Passenger Facility Charge Fund Encumbrance No.: \_\_\_\_\_