

84372

**TO:** Board of Acquisition and Contract

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

**DATE:** April 20, 2021

**SUBJECT:** First Amendment to Agreement No. 19-923 in the matter of Consulting Services in connection with a Supplement to the Airport Master Plan, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York

**Consultant:** Merchant Aviation, LLC

**Amendment Amount:** \$116,380.00

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The County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), entered into Agreement Number 19-923 ("Agreement"), dated October 1, 2019, with Merchant Aviation, LLC ("Consultant"), 382 Springfield Avenue, Suite 411, Summit, New Jersey 07901, wherein the Consultant was to provide consulting services associated with a Supplement to the Airport Master Plan, Westchester County Airport ("Airport"), Towns of Harrison and North Castle and Village of Rye Brook, New York. The Agreement expired on December 31, 2020.

The consulting services included in the original Agreement have been in progress. The County has been satisfied with the quality of services provided to date. In July 2020, the County directed the Consultant to temporarily stop work due to the COVID-19 pandemic, until such time that the public, Airport users, the business community, and others can be better engaged, and their input incorporated into this project. The County has decided to proceed with the project at this time. In addition, the County has requested that the Consultant assess the noise and land use effects of a proposed visual approach procedure to Runway 16 at the Airport.

Authority of your Honorable Board is therefore requested to amend the existing Agreement between the County and the Consultant retroactively from December 31, 2020 to provide for additional consulting services in connection with a Supplement to the Airport Master Plan. The additional consulting services to be performed by the Consultant shall include, but not be limited to: a general review of the project work done to date and the project databases; discussions with the project team on restart issues; coordinate with the County on project scheduling and other issues; review and update of Airport facilities to account for any changes that have occurred since the project was halted; a revised Airport activity forecast to account for the impact of the pandemic; corresponding modifications of interim year Airport facility requirements; an assessment of the pandemic on security and passenger safety needs; assess the noise and land use effects of a proposed visual approach procedure to Runway 16; review the effect of this approach on Airport airspace; and coordinate with Air Traffic Control staff.

The goal and objective of this Agreement is to prepare an update to the 2017 Airport Master Plan that more accurately accounts for the economic value of the Airport to the County and the impacts to the environment and residents as well as increases the transparency and level of public involvement in the master planning process for the Airport.

The work 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 work was originally contemplated in the initial procurement process.

The fee for the above services is for an amount of \$116,380.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$1,096,798.00. The completion date of the Agreement shall be extended to December 31, 2022.

Funding for the work to be done has been appropriated in the Airport's 2021 operating budget. Additional years' work will be conditioned on subsequent appropriations. All of the funding for this contract would come from the Airport Special Revenue Fund. There would be no impact on the tax levy or any liability to County general funds.

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/JA/DK/as

# RESOLUTION

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

RESOLVED, that the existing Agreement No. 19-923 (“Agreement”) between the County of Westchester (“County”), acting by and through its Department of Public Works and Transportation (“Department”), and Merchant Aviation, LLC (“Consultant”), 382 Springfield Avenue, Suite 411, Summit, New Jersey 07901, be amended retroactively from December 31, 2020 to provide for additional consulting services in connection with a Supplement to the Airport Master Plan. The additional consulting services to be performed by the Consultant shall include, but not be limited to: a general review of the project work done to date and the project databases; discussions with the project team on restart issues; coordinate with the County on project scheduling and other issues; review and update of Airport facilities to account for any changes that have occurred since the project was halted; a revised Airport activity forecast to account for the impact of the pandemic; corresponding modifications of interim year Airport facility requirements; an assessment of the pandemic on security and passenger safety needs; assess the noise and land use effects of a proposed visual approach procedure to Runway 16; review the effect of this approach on Airport airspace; and coordinate with Air Traffic Control staff; and be it further

RESOLVED, that for the additional services rendered, the Consultant shall be paid a fee of \$116,380.00 pursuant to an approved budget, increasing the total maximum fee to \$1,096,798.00; 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	\$	980,418.00	(Consulting Services)
This Amendment		<u>116,380.00</u>	(Additional Consulting Services)
TOTAL	\$	1,096,798.00	

**Agreement No. 19-923**

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	161	44	4110	4420-APDS	N/A	\$116,380.00

Budget Funding Year(s): 2019-2022 Start Date: 10/01/19 End Date: 12/31/22  
 (must match resolution)

Funding Source: Tax Dollars: \_\_\_\_\_ Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$116,380.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: 100% Airport Special Revenue Fund Encumbrance No.: \_\_\_\_\_