

87208

TO: Board of Acquisition and Contract
FROM: Hugh J. Greechan, Jr., PE
Commissioner of Public Works and Transportation
DATE: August 31, 2021
SUBJECT: First Amendment to Agreement No. 19-925 in the matter of Engineering Services in connection with Backflow Preventer Facility and Water Supply Improvements, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York

Consultant: OLA Consulting Engineers, P.C.
Amendment Amount: \$4,473,770.00

Subconsultant Approval: Conlon Engineering, LLC
McLaren Engineering Group
First Environment, Inc. (**SDVOB**)

The County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), entered into Agreement Number 19-925 ("Agreement"), dated November 1, 2019, with OLA Consulting Engineers, P.C. ("Consultant"), 50 Broadway, Hawthorne, New York 10532, wherein the Consultant was to provide design services associated with Backflow Preventer Facility and Water Supply Improvements, Westchester County Airport ("Airport"), Towns of Harrison and North Castle and Village of Rye Brook, New York. The Agreement expires on December 31, 2022.

The engineering services included in the original Agreement have been in progress. The County has been satisfied with the quality of services provided to date. The Consultant has developed several options for the proposed work that have been reviewed by the County as the basis for final design. The County has requested that the Consultant provide additional design services for fire protection system upgrades not included in the original Agreement. In addition, construction administration services are required at this time.

Authority of your Honorable Board is therefore requested to amend the existing Agreement between the County and the Consultant to provide for additional engineering services in connection with Backflow Preventer Facility and Water Supply Improvements, 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 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 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 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.

The objective of this project will be to make improvements to the backflow preventer facility and water supply at the Airport. This work is necessary due to the existing pumps being past their useful life and not providing adequate pressure to comply with National Fire Protection Association (“NFPA”) pump pressure standards. The rehabilitation work shall include, but not be limited to, the following items: replacement of pumps, valves, gauges, and piping. In addition, a portion of this work is a requirement of a NYSDEC Consent Order at the Airport. This Agreement will benefit the public as it will ensure the service reliability of the Airport’s water system for fire protection, service requirements, and water conservation.

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 \$4,473,770.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$5,828,720.00. The completion date of the Agreement shall be extended to December 31, 2026.

In addition, the Consultant has requested the utilization of the following subconsultants: Conlon Engineering, LLC, for Structural Engineering Services, 246 Federal Road, Suite B23, Brookfield, Connecticut 06804; McLaren Engineering Group, for Underwater Inspection Services, 530 Chestnut Ridge, Woodcliff Lake, New Jersey 07677; and First Environment, Inc., an SDVOB firm, for Environmental Engineering Services, 10 Park Place, Building 1A, Suite 504, Butler, New Jersey 07405.

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 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

First Amendment to Agreement No. 19-925

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

RESOLVED, that the existing Agreement No. 19-925 (“Agreement”) between the County of Westchester (“County”) and OLA Consulting Engineers, P.C. (“Consultant”), 50 Broadway, Hawthorne, New York 10532, be amended to provide for additional engineering services in connection with Backflow Preventer Facility and Water Supply Improvements, 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 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 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 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, OLA Consulting Engineers, P.C., shall be paid a fee of \$4,473,770.00 pursuant to an approved budget, increasing the total maximum fee to \$5,828,720.00; and be it further

RESOLVED, that the use of the following subconsultants also be approved: Conlon Engineering, LLC, for Structural Engineering Services, 246 Federal Road, Suite B23, Brookfield, Connecticut 06804; McLaren Engineering Group, for Underwater Inspection Services, 530 Chestnut Ridge, Woodcliff Lake, New Jersey 07677; and First Environment, Inc., an SDVOB firm, for Environmental Engineering Services, 10 Park Place, Building 1A, Suite 504, Butler, New Jersey 07405; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2026; and be it further

RESOLUTION

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	\$	1,354,950.00	(Design Services)
This Amendment		4,473,770.00	(Additional Design and Construction Administration Services)
TOTAL		\$ 5,828,720.00	

Agreement No. 19-925, First Amendment

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
361	44	A0097-01-E	6120-03	BA #122-2021	\$3,410,970.00
361	44	A0097-01-I	6120-05	BA #122-2021	\$351,400.00
361	44	A0116-01-E	6120-03	BA #122-2021	\$360,000.00
361	44	A0116-01-I	6120-05	BA #122-2021	\$351,400.00

Budget Funding Year(s): 2021 Start Date: 11/01/19 End Date: 12/31/26
 (must match resolution)

Funding Source: Tax Dollars: _____ Contractor Federal I.D. No./ Social Security No.: _____
 State Aid: _____
\$4,473,770.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: 100% Airport Special Revenue Fund Encumbrance No.: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/23/2021 - RAYMOND SCULKY, SECRETARY