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TO: Board of Acquisition and Contract

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

DATE: May 27, 2025

SUBJECT: First Amendment to Agreement No. 24-919 in the matter of Engineering Services in connection with Runway 16/34 Rehabilitation, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York

Consultant: Johnson, Kukata & Lucchesi, Engineers P.C. (MBE)
Amendment Amount: \$785,108.00

The County of Westchester ("County"), acting by and through its Department of Public Works and Transportation ("Department"), entered into Agreement No. 24-919 ("Agreement"), dated August 7, 2024, with Johnson, Kukata & Lucchesi, Engineers P.C. ("Consultant"), an MBE firm, 307 Seventh Avenue, Suite 2302, New York, New York 10001, wherein the Consultant was to provide design services associated with Runway 16/34 Rehabilitation, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York. The original Agreement completion date was March 31, 2025.

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. At this time, additional design and design services during construction are required to meet FAA safety recommendations. This additional work will include the following: (i) Elevated Runway Guard Lights ("RGLs") which are necessary to mitigate runway incursions. RGLs enhance visual conspicuity for aircraft and vehicles especially during low visibility and snow/ice control operations; and (ii) Runway Surface Condition Sensor System which is an installation of an in-pavement runway surface condition sensor system which will allow for pro-active decision-making during snow/ice control operations. In order to have the work completed by the Consultant it is necessary to extend the term of the Agreement.

Accordingly, authority of your Honorable Board is now requested to amend the existing Agreement between the County and the Consultant to provide for additional engineering services in connection with Runway 16/34 Rehabilitation, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York. The Consultant shall provide additional design services associated with this project which are outside of the scope of work included in the existing Agreement. 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. The County also reserves the right to amend this Agreement with the Consultant at a future date to provide for construction phase including but not limited to construction administration services, and project close-out services.

The objective of this project is to provide infrastructure improvements at the Westchester County Airport. The proposed work shall involve the rehabilitation of Runway 16/34's edge lighting circuit, circuit cabling, edge lighting, runway shoulders, including excavation of current shoulders and installation of paved shoulders, signage, runway end blast pads and assessing the feasibility of a third Runway Visual Range ("RVR") visibility sensor at the runway's midpoint. This agreement will benefit the public as it will maintain safe aircraft operations at the Westchester County Airport.

The engineering discipline encompassed in this Amendment is not new, but rather, it is an integral part of the agreement scope that involves the same degree of skill, experience and complexity as the expertise generally described in the original agreement scope. 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 \$785,108.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$1,411,304.00. The completion date of the Agreement shall be extended retroactively from March 31, 2025 until December 31, 2030.

Payment for this contract will be made from the FAA and 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. It is recognized and understood that the County shall evaluate the performance of this contract by the Consultant and shall use such evaluation in deciding to award future contracts to the Consultant.

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

HJG/GMK/ALG/AS/JD/cg

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County"), acting by and through its Department of Public Works & Transportation, is authorized to amend Agreement No. 24-919 for Engineering Services in connection with Runway 16/34 Rehabilitation, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York ("Agreement"), between the County and Johnson, Kukata & Lucchesi, Engineers P.C. ("Consultant"), an MBE firm, 307 Seventh Avenue, Suite 2302, New York, New York 10001, in order to provide for additional engineering services in connection with Runway 16/34 Rehabilitation, Westchester County Airport, Towns of Harrison and North Castle and Village of Rye Brook, New York. The Consultant shall provide additional design services associated with this project which are outside of the scope of work included in the existing Agreement. 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. The County also reserves the right to amend this Agreement with the Consultant at a future date to provide for construction phase including but not limited to construction administration services, and project close-out services; and be it further

RESOLVED, that for the additional services rendered, the Consultant shall be paid a fee of \$785,108.00 pursuant to an approved budget, increasing the total maximum fee to \$1,411,304.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended retroactively from March 31, 2025 until December 31, 2030; 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	\$	626,196.00	(Design Services)
This Amendment		<u>785,108.00</u>	(Additional Design Services)
TOTAL	\$	1,411,304.00	

Agreement No. 24-919

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	361	44	A011802E	6120-03	N/A	\$ 706,598.00
	161	44	4110	4420	N/A	\$ 78,510.00

Budget Funding Year(s): 2025 Start Date: 07/15/24 End Date: 12/31/30
(must match resolution)

Funding Source:	Tax Dollars:	_____	Contractor Federal I.D. No./
	State Aid:	_____	Social Security No.: _____
\$ 785,108.00	Federal Aid:	<u>\$706,598 (FAA)</u>	Vendor No.: _____
(must match resolution) Other:		<u>\$78,510.00 (Airport Special Revenue Fund)</u>	Encumbrance No.: _____

RESOLUTION

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/05/2025 - RAYMOND SCULKY, SECRETARY