



**New York
Convention Center
Development
Corporation**

A Subsidiary of Empire State Development

NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION

MEETING OF THE DIRECTORS

Due to Public Health Concerns and as
Authorized by Executive Order of the Governor,
the Meeting is Being Held Via Teleconference

Wednesday
June 24, 2020 – 2:00 p.m.

AGENDA

I. FOR INFORMATION

- A. President's Report – Oral Report

II. FOR CONSIDERATION

- A. New York Convention Center Development Corporation (New York County) - Jacob K. Javits Convention Center Renovation and Expansion Civic and Land Use Improvement Project – Authorization to Amend a Contract for Construction Administration Services

Item II. A.



FOR CONSIDERATION

June 24, 2020

TO: The Directors

FROM: Robin J. Stout

SUBJECT: New York Convention Center Development Corporation (“CCDC”) (New York County) -- Jacob K. Javits Convention Center (“Javits”) Renovation and Expansion Civic and Land Use Improvement Project (the “Project”)

REQUEST FOR: Authorization to Amend a Contract with Javits II Architecture LLC for Construction Administration Services

I. Amendment Summary

Consultant: Javits II Architecture LLC (“J2A”), a joint venture of FXFowle and Epstein LLC

Scope of Services: Continuation of construction administration services, including architectural and engineering work, in connection with Project transformer and expansion work. See Section III below.

Contract Amount: Increase existing contract amount of \$119,204,422 by up to a maximum additional \$600,000, to a new total not-to-exceed amount of \$119,804,422.

Contract Term: Through a new expiration date of September 30, 2021.

Funding Source(s): 2015/2016 CCDC Bond Funds

II. Contract Background

In 2005, CCDC conducted a competitive public bidding process for a team to develop a concept design for the renovation and expansion of Javits. At the conclusion of that competitive process and after Director authorization, CCDC contracted with RRG Design, Inc. and a consortium consisting of Richard Rodgers Partnership, FXFOWLE Architects P.C., and A. Epstein and Sons International for architectural, engineering, and related services at an initial price of \$45,485,000

(the "Contract"). After Richard Rodgers entities subsequently withdrew from the retention, the consortium was renamed Javits II Architecture LLC, or "J2A".

The Contract has been amended numerous times with Director authorization over the past 15 years, to a current upset amount of \$119,204,422, to reflect the evolving nature of the Project.

Contract amendments 1 through 6 reflected initial renovation and expansion design work and then, when the expansion was delayed, J2A design and oversight of the renovation of existing Javits through renovation conclusion in 2014. J2A expenditures through the first ten years of the Contract, inclusive of renovation conclusion, were approximately \$96.7M.

Amendments 7, 8, and 9 encompassed the following additional architectural services: (1) in connection with transformer work, J2A's continuing role as CCDC's architect-of-record, including creation of Transformer Building Drawings and Specifications; and (2) in connection with expansion work, J2A's work to provide various background construction documents for the design-build procurement process, including creation of bridging documents (known as the Indicative Design in CCDC's Design-Build RFP) and assisting in drafting Program Requirements. This work required additional expenditures of approximately \$17.4M.

The remaining \$5.1M of the current \$119.2M Contract amount has been used over the past four years primarily to fund construction administration services in connection with transformer work. In this role, J2A interfaces with Tishman Construction Company, CCDC's Construction-Manager-At-Risk for the Transformer Building, and has been particularly instrumental in assisting CCDC with review of asserted Transformer Building potential change orders. J2A also assists CCDC's Project Manager in interpreting the Program Requirements for, and other general oversight of, the expansion work on an as needed basis.

Given its extensive knowledge of and involvement with Javits transformer and expansion work, J2A has developed a substantial set of Project-specific knowledge. Continued retention of J2A would result in significant savings of time and money, and thus further solicitation for these services would serve no useful purpose. The time it would take for another firm to become familiar with the Project at this stage, and to produce the requisite work, would add significant cost and delay to the Project. Continued retention of J2A thus represents best value to CCDC.

III. Amendment Background and Required Scope of Work

Construction of the Transformer Building is nearing completion but the following services are still required of J2A, acting as CCDC's architect-of-record: (a) construction completion oversight; (b) assisting in obtaining final operating permits; (c) assisting in concluding change orders (including change orders relating to Covid-19); and (d) securing all requisite close-out documents through final completion. J2A also would assist CCDC's Project Manager in interpreting the Program Requirements for, and other general oversight of, the expansion work on an as needed basis.

IV. Original Contractor Selection

The competitive bidding process mentioned above which resulted in the selection of J2A was conducted by advertising a Request for Qualifications (“RFQ”) seeking teams for architects and engineers to develop design plans and contract documents in connection with construction at Javits. J2A was chosen from among a short list of seven respondents to the RFQ who were asked to submit responses to a Request for Proposals for the renovation and expansion project. Pursuant to the amended Contract, J2A continues to render architectural, engineering, and related services for CCDC at Javits, and such services have been satisfactory.

V. Responsible Party

Staff has examined J2A’s “responsibility” as defined in State Finance Law §163, and as provided in ESD and CCDC Procurement Guidelines. Based on this analysis of financial and organizational capacity, legal authority to do business in New York, integrity of principals, and past performance on contracts, staff concludes that J2A is a responsible vendor.

VI. Contract Term, Price, and Funding

The term of the amended contract would run through September 30, 2021 for the services described above for an additional not-to-exceed amount of \$600,000. Funding would continue to be provided via 2015/2016 CCDC Bond Funds.

VII. Non-Discrimination and Contractor & Supplier Diversity

ESD’s Non-Discrimination and Contractor & Supplier Diversity policies will apply to the Contract. J2A shall continue to be required to include minorities and women in any job opportunities created, to solicit and utilize Minority and Women Business Enterprise (MWBES) for any contractual opportunities generated in connection with the project, and to use Good Faith Efforts (pursuant to 5 NYCRR §142.8) to achieve MWBE Participation. Establishment of specific goals related to the total value of ESD’s amendment is still pending.

VIII. Environmental Review

On behalf of CCDC, ESD staff has determined that the requested authorization to amend the Contract, as set forth in these materials, to perform architectural, engineering and other consulting services constitutes a Type II action as defined by the New York State Environmental Quality Review Act (“SEQRA”) and the implementing regulations of the New York State Department of Environmental Conservation. No further environmental review is required in connection with the contract amendment.

IX. Requested Actions

The Directors are requested to: (1) make a determination of responsibility with respect to J2A; and (2) authorize CCDC to amend CCDC's current Contract with J2A on the terms and conditions set forth in these materials.

X. Recommendation

Based on the foregoing, I recommend approval of the requested actions.

XI. Attachments

Resolutions

June 24, 2020

NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION (NEW YORK COUNTY) – Jacob K. Javits Convention Center Renovation and Expansion Civic and Land Use Improvement Project – Authorization to Amend a Contract with Javits II Architecture LLC for Construction Administration Services

RESOLVED, that based on the materials presented to this meeting (the “Materials”), a copy of which is ordered filed with the records of the Corporation, the Corporation hereby finds Javits II Architecture LLC (“J2A”) to be responsible; and be it further

RESOLVED, that the Corporation hereby is authorized to amend its contract with J2A substantially on the terms and conditions as set forth in the Materials; and be it further

RESOLVED, that the President, or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing Resolutions.

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