

75159

**TO:** Board of Acquisition and Contract

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

**DATE:** March 10, 2020

**SUBJECT:** First Amendment to Agreement No. 15-908 in the matter of Engineering Services in connection with Superstorm Sandy Rehabilitation, Glen Island Park Seawalls and Pavilions, New Rochelle, New York

**Consultant:** **Howard L. Boswell, Engineer & Land Surveyor, P.C. d/b/a Boswell Engineering**

**Amendment Amount:** **\$248,300.00**

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Authority of your Honorable Board is requested to amend existing Agreement Number 15-908 ("Agreement") between the County of Westchester ("County") and Howard L. Boswell, Engineer & Land Surveyor, P.C. d/b/a Boswell Engineering ("Consultant"), 330 Phillips Avenue, P.O. Box 3152, South Hackensack, New Jersey 07606. The original Agreement dated April 22, 2015, was for design and construction administration services associated with Superstorm Sandy Rehabilitation, Glen Island Park Seawalls and Pavilions, New Rochelle, New York. The original Agreement completion date was December 31, 2019.

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 by the Consultant. Construction for this project began in January 2019 and was originally estimated to take six (6) months to complete. Due to unforeseen field conditions, construction is expected to be substantially complete by May 2020, which is approximately ten (10) months longer than originally anticipated. Due to the extended construction time frame, additional construction administration services and design services during construction are necessary.

Authority of your Honorable Board is therefore requested to amend the existing Agreement retroactively from December 31, 2019, to provide for additional construction administration services and design services during construction for the additional time during which construction activities have been extended in connection with Superstorm Sandy Rehabilitation, Glen Island Park Seawalls and Pavilions, New Rochelle, New York. 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. 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.

Board of Acquisition and Contract  
Agreement No. 15-908, First Amendment  
Superstorm Sandy Rehabilitation  
Glen Island Park Seawalls and Pavilions  
New Rochelle, New York  
Howard L. Boswell, Engineer & Land Surveyor, P.C. d/b/a Boswell Engineering  
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The objective of this project is to provide rehabilitation work associated with storm damage sustained at Glen Island Park. Beginning on the evening of October 29, 2012, and continuing into the early morning of October 30, 2012, Superstorm Sandy's tidal surge along the Long Island Sound inundated Glen Island Park. Extensive damage was sustained throughout Glen Island Park including: (1) the seawall around the perimeter of the Harbour Club Building; (2) the seawall located on the north side of the island from the Harbour Club around to the entrance road; and (3) two unreinforced concrete pavilions – known as the West Pavilion and the East Pavilion – located between the bathhouse and beach area of the island. The damaged seawalls and pavilions will be repaired under this project. Hazard mitigation measures shall also be included as part of this project. The seawalls in Glen Island Park are eligible for listing on the National Register of Historic Places. Any proposed structural and architectural work shall be done in accordance with the United States Secretary of the Interior's Standards for the Treatment of Historic Properties. This Agreement will benefit the public as it will restore various damaged elements of the park ensuring its safe use and enjoyment by the park's visitors.

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 \$248,300.00 pursuant to an approved budget, bringing the total Agreement plus Amendment to \$636,300.00. The completion date of the Agreement shall be extended to December 31, 2021.

It should be noted that the County anticipates reimbursement of some or all of the costs hereof from disaster assistance through the Federal Emergency Management Agency ("FEMA").

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.

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

HJG/RSD/ER/as

# RESOLUTION

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

RESOLVED, that the existing Agreement No. 15-908 (“Agreement”) between the County of Westchester (“County”) and Howard L. Boswell, Engineer & Land Surveyor, P.C. d/b/a Boswell Engineering (“Consultant”), 330 Phillips Avenue, P.O. Box 3152, South Hackensack, New Jersey 07606, be amended retroactively from December 31, 2019, to provide for additional construction administration services and design services during construction for the additional time during which construction activities have been extended in connection with Superstorm Sandy Rehabilitation, Glen Island Park Seawalls and Pavilions, New Rochelle, New York. 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. 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; and be it further

RESOLVED, that for the additional services rendered in accordance with the Consultant’s proposal, Howard L. Boswell, Engineer & Land Surveyor, P.C. d/b/a Boswell Engineering, shall be paid a fee of \$248,300.00 pursuant to an approved budget, increasing the total maximum fee to \$636,300.00; and be it further

RESOLVED, that the completion date of the Agreement shall be extended to December 31, 2021; 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	\$ 388,000.00	(Design and Construction Administration Services)
This Amendment	248,300.00	(Additional Construction Admin. Services and Design Services During Construction)
<b>TOTAL</b>	<b>\$ 636,300.00</b>	

Agreement No. 15-908, First Amendment

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	372	42	RGI05-01-E	6120-03	BA #50-2018	\$ 43,900.00
	372	42	RGI05-01-I	6120-05	BA #50-2018	\$204,400.00

Budget Funding Year(s): 2020 Start Date: 4/22/15 End Date: 12/31/21  
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./  
 State Aid: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
\$248,300.00 Federal Aid: \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
 (must match resolution) Other: \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_