

EnviroSpace Architecture

• DeAngelis & Gaita •

February 15, 2023

Jerry Barberio, Village Manager
Village Hall at the Regatta
123 Mamaroneck Avenue
Mamaroneck, NY 10543

via email: jbarberio@vomny.org

Amendment No. 1 – Architectural / Engineering Services

Project: Municipal Building Expansion – Schematic Design
Location: 169 Mount Pleasant Avenue, Mamaroneck, NY

The following amendment to the Agreement dated May 2, 2022 is hereby made to proceed to the next phase to develop Schematic Design drawings, documents and an updated construction budget estimate for the Project.

Project Overview

This project will enable consolidation of primary, public-facing departments at this prominent location. The purpose of this next phase is to develop schematic architectural and engineering design drawings and documents with an updated construction budget estimate for additions and renovations to the Village of Mamaroneck Municipal Building at 169 Mount Pleasant Avenue.

There are significant benefits for the Village to consolidate most of its public-facing facilities at its 169 Mount Pleasant Avenue property. By relocating the Village's administrative offices to the same site as its Police Department, Village Court and Building/Planning Departments, inter-departmental communications and meetings will be more efficient. It will also be more convenient and accessible for Village residents and visitors.

Re-establishing the 169 Mount Pleasant Avenue site as the primary Village Hall location has many additional benefits, including: the Village already owns this large parcel of land; it is on high ground making it naturally-resilient to flooding during storm events; it is centrally located and within walking distance of the central business district; and, its location is close to other municipal facilities, including the Mamaroneck Public Library, the Emelin Theater and the Village's Fire Department.

Since the existing building's structure and shell appear to be in generally good condition, renovating and expanding it is a more sustainable approach and will be less costly than building everything new. This approach will also provide opportunities to phase construction and minimize the need to set up temporary, off-site facilities. The additions and renovations will provide opportunities to integrate necessary upgrades for the existing building, including improvements to ADA accessibility, egress, energy conservation, HVAC and electrical / IT systems.

Project Design Team

To develop the Schematic Design, the Project Design Team will be expanded to include engineering consultants. EnviroSpace Architecture, DPC will continue to provide architectural, interior planning, and team management services. DTS Provident Design Engineering, LLP will provide site engineering services, McLaren Engineering Group will provide structural engineering services, and OLA Consulting Engineers, PC will provide mechanical, plumbing, electrical and fire protection (MEPFP) engineering services. DACK Consulting Solutions will continue to provide construction cost estimating services.

With the Village of Mamaroneck's approval, the Project Team may be expanded further to include other specialty consultants that may be deemed to be necessary or beneficial.

Basic Services

EnviroSpace Architecture and the Project Design Team will provide the following Basic Services to assist the Village of Mamaroneck to develop the Schematic Design for the Project. The Schematic Design will be developed based on the conceptual Planning Study as depicted on drawings SK-1 through SK-16, dated 12/9/2022.

Schematic Design Phase

(anticipated duration: 12 weeks)

1. *Kick-Off Meeting:* Meet with Village designated liaison(s) to tour the existing site and building with the Design Team to investigate, document and assess existing building systems, components and configuration and to review the Project's overall goals.
2. Prepare a summary of applicable state and local building, life safety, energy and accessibility codes and regulations for the project.
3. Investigate and develop architectural floor plan layouts, exterior elevations, building sections, interior elevations of primary public spaces, and written narratives outlining typical exterior and interior materials. Schematic floor plans will include general furniture and furnishings layouts, and show primary MEPFP equipment.
4. Coordinate with site engineer to review and analyze existing and projected future parking needs for staff and visitors, and prepare report outlining recommendations.
5. Coordinate with the site engineer to investigate site layout requirements and alternatives for building access driveways and walkways, parking areas, grading and retaining walls, stormwater management systems, locations for on-grade building equipment, landscaping, site lighting, and special public spaces such as a village green, war memorial and sculpture garden.
6. Coordinate with the structural engineer to assess structural framing alternatives, determine scope of structural work recommended for existing building modifications, and develop schematic framing plans and narratives for the project.

7. Coordinate with the MEPFP engineer to assess needs and alternatives for plumbing, fire protection, HVAC and electrical power and lighting systems and components, and develop schematic diagrams and written narratives for primary MEPFP systems and components, including viable options for sustainability and resiliency upgrades.
8. Meetings and conferences with Village representatives anticipated to include:
 - a. Review space needs and arrangements with department representatives for the Police, Court, Manager/Clerk/Treasurer, Building and Planning Departments to review and confirm space program needs, review initial floor plan layouts, and review refined floor plans. *(two meetings with each group)*
 - b. Review existing and projected future parking needs for staff and visitors, and draft report outlining recommendations. *(two meetings/conferences)*
 - c. Review site layout plan, including walkways, driveways, storm water, grading, landscaping and lighting improvements. *(two meetings/conferences)*
 - d. Discuss and review Village requirements and options for MEPFP systems, including possible upgrades for resiliency, sustainability and 'hardening the target' considerations. *(two meetings/conferences)*
9. Coordinate with the Project Design Team to develop a Schematic Design package including drawings, diagrams and written narratives for the cost estimator's use.
10. Coordinate with the cost estimation consultant and engineers to develop an updated Schematic Design construction budget estimate.

Schematic Design Presentation

(anticipated duration: 4 weeks)

11. Develop and consolidate the Schematic Design package for presentation to the Mayor and Board of Trustees. The Schematic Design Package will include:
 - a. Site layout drawings, written narrative and parking study.
 - b. Architectural floor and furniture layout plans, building cross sections, exterior elevations, interior elevations and outline specifications.
 - c. Structural layout diagrams and narrative.
 - d. MEPFP written narratives for primary systems and components, including viable options for sustainability and resiliency upgrades; and,
 - e. Perspective views of updated Schematic Design for site and building.
 - f. Updated construction budget estimate for the Project.
12. Meet with primary Village representatives to review draft Schematic Design presentation to determine what, if any, adjustments could be made to improve the presentation.
13. Present the Schematic Design package to the Mayor and Board of Trustees.

Compensation

Compensation for the Basic Services described above will be in accordance with the attached Terms and Conditions, and as indicated below.

Architectural:	\$ 74,500	lump sum fees
Site Engineering*:	28,500	* includes parking study option
Structural Engineering:	16,600	
MEPFP Engineering:	26,000	
Cost Estimation:	<u>10,800</u>	

Total Schematic Design: \$156,400

Available Additional Services

If Additional Services are requested or required, they will be provided on a time and expense basis in accordance with current billing rates. These may include:

- Substantive changes to the project scope or program.
- Development of construction drawings.
- Engineering or other specialized consulting services, not included above.
- Probes and other investigations of concealed or subsurface conditions.
- Development of detailed project scheduling or phasing plans.
- Development of renderings or animations for marketing purposes.

Acceptance of Amendment

This Amendment in conjunction with the signed Agreement dated May 31, 2022 and Standard Terms and Conditions, dated January 1, 2023 is valid for thirty (30) days.

Agreed and Accepted:

Jerry Barberio, Village Manager
Client



Gregg C. DeAngelis, AIA
EnviroSpace Architecture, DPC

Date: _____

Date: 2/15/2023

Attachments:

"Standard Terms and Conditions for Architectural Services," January 1, 2023

Note: Copies of detailed Design Team consultant proposals available upon request.

Standard Terms and Conditions for Architectural Services

1. CLIENT RESPONSIBILITIES

To enable the Architect to complete the Scope of Services included in this Agreement, and meet requirements of governing agencies, the Client will provide the following items as needed:

- Clear description of goals and objectives for the Project.
- Property, topographical, utilities, or subsurface surveys.
- Information about deed restrictions, easements, flood zones, or other special conditions that apply to the Project.
- Rules and regulations, application reviews, and permission to construct the project from the property owner.
- Legal counsel, real estate appraisals or tax assessments.
- Identification, testing, removal and disposal of any and all hazardous or environmentally sensitive materials.

The Architect shall be permitted to reasonably rely on the information contained in Client provided materials. Architect's assistance with the above will be Additional Services.

2. PROJECT SCHEDULE AND BUDGET

The Architect will make reasonable efforts to meet the Client's schedule and budget for the Project, but will not be liable for damages due to time delays or cost increases.

The Architect and its consultants do not warrant, guarantee or certify the construction cost for the Project or any part of it.

3. BILLING RATES, EXPENSES & PAYMENTS

Hourly Billing Rates. Compensation for Basic and Additional Architectural Services provided on an hourly basis will be in accordance with the following billing rate schedule:

Principal (GD, JG):	\$ 290 per hr.
Senior Project Manager:	\$ 205 per hr.
Senior Architect / Int. Designer:	\$ 185 per hr.
Project Architect / Designer:	\$ 150 per hr.
Architect / Designer:	\$ 125 per hr.
Project Clerical Assistance:	\$ 85 per hr.

Hourly Billing Rates may be increased on an annual basis, not less than one year after the date of this Agreement, to adjust for market conditions, employee benefits and salary compensation.

Consultants. Consultants and other outside services approved by the Client and engaged by the Architect will be reimbursed at 1.10 times amounts billed to cover management and administrative costs.

Reimbursable Expenses. Payments made by the Architect for photography, computer plotting, reprographics, express courier services, filing fees, and other project related costs will be billed at a multiple of 1.15 times cost to cover administrative expenses.

Terms of Payment. Invoices shall generally be submitted monthly for services performed and expenses incurred. Payment is due fourteen (14) days from the date of the invoice. Past due balances shall be subject to a service charge of 1.5% per month.

4. INSURANCE, INDEMNIFICATION & LIMITATIONS

Insurance. The Architect shall maintain Worker's Compensation, General Liability, and Professional Liability Insurance while providing services for this Project. Certificates of insurance will be provided by the Architect to the Client upon request.

The Client shall require all contractors to name the Architect as an Additional Insured on the contractor's insurance policies.

The expense of additional insurance coverage or increased policy limits of liability, including professional liability insurance, requested by the Client in excess of the coverage currently carried by the Architect and its consultants shall be borne by the Client.

Indemnification. The Client and Architect shall mutually indemnify and hold harmless each other from any and all third-party claims, actions, judgments, lawsuits, or other proceedings including costs and reasonable attorney's fees incurred by the other in connection with the Project.

In the event the Client engages another design professional to complete any portion of the Project, the Client hereby agrees to indemnify and hold harmless the Architect for any errors or omissions in the Architect's documents.

Limitation of Liability. The Architect's liability for any damages on account of error, omission or other professional negligence shall be limited to \$250,000.

5. SUSPENSION, TERMINATION & DISPUTE RESOLUTION

Suspension of Services. If any payment is more than thirty (30) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, finance charges and other related project costs.

Additionally, in the event of suspension of services by the Architect, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension of services.

In the event the Project is suspended by the Client or the Architect for a period of more than thirty (30) days, counted in aggregate, the Architect will be entitled to: compensation for remobilization costs; adjust fees for future services; and, reschedule project target dates.

Termination. Either party may terminate this Agreement with not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

This Agreement may be terminated by the Owner upon not less than seven (7) days written notice to the Architect for the Owner's convenience and without cause. In such event, the Architect shall be compensated for all services performed and expenses incurred.

If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this agreement by giving not less than seven (7) days written notice.

If this Agreement has been terminated prior to, or during, construction of the Project, the Client shall hold the Architect harmless for delays, clarifications or non-conformance with the Contract Documents.

Dispute Resolution. Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution, and if not resolved, shall then be subject to Arbitration. Mediation and Arbitration proceedings shall take place in Westchester County, New York and be in accordance with the rules and regulations of The American Arbitration Association currently in effect.

6. MISCELLANEOUS PROVISIONS

Standard of Practice. Services performed by the Architect and its consultants under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, document, or otherwise.

Ownership of Design and Drawings. All drawings, electronic files and photographs are instruments of service and remain the property of the Architect, and are protected by all applicable copyright and intellectual property laws. Copies of drawings will be made available to the Client upon request and reimbursement for reproduction expenses.

Means and Methods of Construction. The Architect and its consultants are not responsible for the means, methods, techniques, sequencing of construction, or site safety.

Waiver of Consequential Damage. The Client and the Architect waive consequential damages for claims, disputes or other matters in question arising out of this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.