

47071

TO: Board of Acquisition and Contract

FROM: Jay T. Pisco, PE
Commissioner of Public Works and Transportation

DATE: June 2, 2015

SUBJECT: Second Amendment to Agreement No. 09-952 in the matter of Architectural Services
in connection with the Croton Point Day Uses and Picnic Areas, Croton-On-Hudson, New York

Consultant: Busing Associates, Architects, LLP
Amendment Amount: \$39,000.00

Pursuant to a Resolution approved on December 30, 2009, the County of Westchester ("County") entered into Agreement Number 09-952 with Busing Associates, Architects, LLP ("Consultant"), 235 Mamaroneck Avenue, White Plains, New York 10605, dated January 20, 2010, wherein the Consultant was to provide architectural services associated with the Croton Point Day Uses and Picnic Areas, Croton-On-Hudson, New York. The Agreement was thereafter amended by Resolution approved November 21, 2013, to extend the term until December 31, 2019.

During the ongoing design phase, the following issues have arisen which are outside of the scope of work included in the existing Agreement: (1) The original project intent anticipated utilizing the existing Bathhouse concrete slab and pile foundation. The existing 1965 Bathhouse is an extremely lightweight structure without a brick veneer and only has a corrugated fiberglass roof which is inadequate to meet today's coastal wind requirements. Calculations indicate that the existing pile foundation is marginal to support the original structure. The proposed Bathhouse would require a concrete slab topping to level the existing slab and conceal destructive openings. Calculations indicate the weight of this slab would deplete the available live load of the original slab. The conclusion is that the proposed Bathhouse will require an entirely independent pile supported footing with the slab topping being an integral structural slab. Additionally, transferring the roof beam loads to the foundation will require a perimeter grade beam, integral with the structural slab topping. This design effort is beyond the scope of the existing Agreement; (2) Due to the building site's proximity to a shoreline, New York State Department of Environmental Conservation ("NYSDEC") and Federal Emergency Management Agency ("FEMA") Coastal Storm requirements dictate additional structure to restrain the roof from wind uplift. These requirements are substantial since the building has large openings for natural ventilation. Restraint structure includes sizable steel brackets at main roof beams and continuity of the restraint system down through the walls into the foundation slab. The NYSDEC and FEMA Coastal Storm requirements have become more stringent in recent years and the existing Agreement did not address the current complexity of these requirements; (3) The New York State Department of Labor ("NYSDOL") requires that all contract documents describing abatement of hazardous materials be prepared and submitted by consultants with NYSDOL instruction and certification regarding this discipline. These requirements took effect after the existing Agreement was executed. The Consultant will utilize a certified subconsultant (Adelaide Environmental Health Associates, Inc.) to meet these requirements; and (4) Due to the increased scope of pile, footing, and wind uplift components of the project, the construction process has become more complex and project duration has lengthened. This will require more consultant design services during construction including review of additional shop drawings and submittals.

It is therefore requested that the existing Agreement be amended to provide for architectural and engineering services in connection with this project. The Consultant shall provide additional design services associated with this project that address issues that have arisen which are outside of the scope of work included in the existing Agreement. Additional design services shall include the completion of construction documents (plans and specifications), construction cost estimates, shop drawing and submittal reviews, attendance at project meetings, periodic site visits and preparation of as-built drawings.

The objective of this project is to design a replacement of the Bathhouse at the swimming beach of Croton Point Park. The existing Bathhouse building was built in the 1960's and is in very poor condition. In 2004, the deteriorated structure was closed after being designated as unsafe for public use. A new Bathhouse is required to meet the needs of the many park visitors who enjoy the beach in the summer. The work will include the design of restrooms, changing rooms, a lifeguard station, concession building, landscaping, paving, and related site work. This agreement will benefit the public as it will replace an unsafe, deteriorating structure with a new Bathhouse which will meet the needs of the many park visitors, including campers and residents of Westchester County.

The architectural and 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 architectural and 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 \$39,000.00 pursuant to an approved budget, bringing the total Agreement plus Amendments to \$155,000.00. The completion date of the Agreement shall remain December 31, 2019.

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

JTP/JA/AS

RESOLUTION

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

RESOLVED, that the existing Agreement between the County of Westchester and Busing Associates, Architects, LLP, 235 Mamaroneck Avenue, White Plains, New York 10605, be amended to provide for architectural and engineering services in connection with the Croton Point Day Uses and Picnic Areas, Croton-On-Hudson, New York. The Consultant shall provide additional design services associated with this project that address issues that have arisen which are outside of the scope of work included in the existing Agreement. Additional design services shall include the completion of construction documents (plans and specifications), construction cost estimates, shop drawing and submittal reviews, 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, Busing Associates, Architects, LLP, shall be paid a fee of \$39,000.00 pursuant to an approved budget, increasing the total maximum fee to \$155,000.00; 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	\$	116,000.00	(Design Services)
First Amendment		0.00	(Term Extension)
This Amendment		39,000.00	(Additional Design Services)
TOTAL	\$	155,000.00	

Agreement No. 09-952

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Bond Act No.	Dollars
	372	42	RCP7B01E	6120-01	BA #148-2008	\$ 39,000.00

Budget Funding Year(s): 2015 Start Date: 01/20/10 End Date: 12/31/19
 (must match resolution)

Funding Source: Tax Dollars: 100% County Contractor Federal I.D. No./
 State Aid: _____ Social Security No.: _____
\$39,000.00 Federal Aid: _____ Vendor No.: _____
 (must match resolution) Other: _____ Encumbrance No.: _____