

AMENDMENT TO AGREEMENT BETWEEN  
THE COUNTY OF ALBANY  
AND SMRT ARCHITECTS AND ENGINEERS, P.C.  
FOR ADDITIONAL DESIGN AND CONSTRUCTION RENOVATION SERVICES  
RE THE CAPITAL DISTRICT JUVENILE SECURE DETENTION CENTER

CONTRACT NO. 5290 FOR 2020  
(ORIG. CONTRACT NO. 4096 FOR 2018)

This is an Amendment to Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, within a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County" or "Owner") and SMRT Architects and Engineers, P.C., a New Jersey professional corporation registered to do business in New York State, with a principal place of business located at 11 Century Hill Drive, Suite 207, Latham, New York 12110 (hereinafter called the "Consultant," and, together with the County, may be referred to as the "[p]arties").

WHEREAS, the County has an agreement with the Consultant for Design and Construction Renovation Services for the proposed renovation of the Capital District Juvenile Secure Detention Center, said agreement having been designated Contract No. 4096 for 2018 (hereinafter called the "Agreement"); and

WHEREAS, the Agreement, at Article 2 Paragraph 2.4 and Article 24, provides for additional services for Phase 3 of the renovation of the Capital District Juvenile Secure Detention Center, and the parties seek to amend the Agreement to provide for Phase 3a Schematic Design Services and additional compensation for said services; and

WHEREAS, the Consultant has submitted a second proposal dated December 11 2018 which provides for the aforesaid Phase 3a Schematic Design Services and additional compensation for those services (hereinafter called the "Second Proposal"); and

WHEREAS, the County has accepted the Second Proposal of the Consultant to provide the aforesaid Phase 3a Schematic Design Services and for additional compensation for those services; and

WHEREAS, this Amendment to Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION is amended to read as follows:

1.1 The contract documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; the Proposal, which is incorporated by reference and made a part hereof; and the Second Proposal, which is incorporated by reference and made a part hereof (collectively referred to as “the Agreement”).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum #2; 3) the Addendum #1; 4) the RFP; 5) the Second Proposal; 6) the Proposal.

2. That Paragraph 2.4 of ARTICLE 2. SCOPE OF SERVICES shall be amended to read as follows:

2.4 Phase 3a services shall include Schematic Design, including, but not limited to, the following:

2.4.1 The Schematic Design (SD) phase is the preliminary design of the building additions, renovated areas and site scope. This shall include realized floorplans, site plans, and building interior and exterior elevations. All decisions are made regarding location of spaces, access points, visibility requirements and building zoning. A 3D model shall be generated to evaluate and present sight lines in secure areas via traditional renderings, animations or Virtual Reality software, as the County chooses. Special attention shall be paid to the following criteria:

- Operational requirements/ Area Efficiencies and Adjacencies
- Security and Life Safety Considerations
- Minimizing Facility Manpower and Staffing; Operating Costs
- Public and Staff Circulation
- Environmental Concerns/ Energy Considerations
- Construction Cost Review
- Construction Phasing
- Flexibility.

2.4.2 The Contractor shall provide the scope of services described below, in accordance with the schedule described below:

a. Upon authorization to proceed, the Schematic Design Phase shall take 8-10 weeks to complete.

b. 2 weeks – Initial design work:

Meeting 1 – Working session/project definition & review:

- Review individual space needs and adjacencies
- Review initial building site massing

- Review proposed building systems (MEP & Structural)
- Review proposed site organization
- Review proposed construction phasing
- Define image of facility/ project vision.

c. 3 weeks – Development of design documents:

Meeting 2 – Presentation of design documents:

- Exterior visualization, renderings and elevations of additions and exterior improvements
- Interior visualization, renderings of open spaces – testing sightlines
- Review schematic level floor plans
- Review narratives of building systems
- Review proposed site organization and design
- Review proposed construction phasing

d. 3 weeks – Finalizing of design documents and generation of cost estimate:

Meeting 3:

- Presentation of Schematic Design package
- Presentation and review of cost estimate
- Discussion of cost saving opportunities (Value Engineering)
- Determination of next steps.

e. 2 weeks (*if needed, based on changes determined in Meeting 3*)

- Document changes based on cost savings discussions.

f. Final Deliverable – Schematic Design documents, engineered systems narratives, construction phasing plan, construction cost estimate, updated total project budget, updated project schedule.

3. That ARTICLE 3. COMPENSATION shall be amended to read as follows:

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, ONE HUNDRED FORTY FIVE THOUSAND AND 00/100 DOLLARS (\$145,000.00) as full compensation for all services rendered under this Agreement, and as further described below:

Phase 1 Facility Conditions Assessment:	\$ 22,000.00
Phase 2 Development of Facility Modifications and/or Expansion Alternatives:	\$ 26,000.00

Phase 3a Schematic Design:	<u>\$ 97,000.00</u>
Total:	\$145,000.00

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

3.3 Using the hourly rates the Consultant submitted with its Proposal, upon completion of the Phase 1 Facility Conditions Assessment, the Phase 2 Development of Facility Modifications and/or Expansion Alternatives, including Concept Designs, and the Phase 3a Schematic Design, the Consultant shall provide its estimated fees for the remaining Phase 3 services, which shall include, but not be limited to, the development of Complete Design and Construction Documents. If the County decides to move forward with the remaining parts of Phase 3 of the Project, the County shall seek an amendment to this Agreement pursuant to ARTICLE 24 below, which shall include the extra services and/or additional compensation required for the Consultant to complete the aforesaid remaining Phase 3 services.

4. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

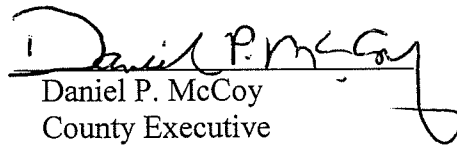
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SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be signed the day and year first indicated below.


COUNTY OF ALBANY

DATED: 5/8/20

BY:   
Daniel P. McCoy  
County Executive  
or  
Daniel C. Lynch  
Deputy County Executive

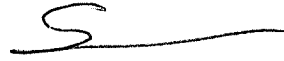
SMRT ARCHITECTS AND  
ENGINEERS, P.C.

DATED: 05/05/2020

BY:  Graham Vickers  
Name  
Principal  
Title

STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS:

On the 8th day of May, 2020, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

EUGENIA K. CONDON  
Notary Public, State of New York  
No. 02CO4969817  
Qualified in Albany County  
Commission Expires July 23, 2022

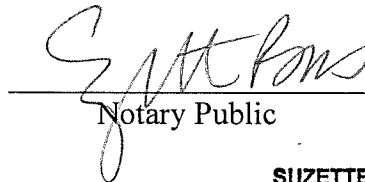
STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

MAINE  
STATE OF NEW YORK )  
COUNTY OF CUMBERLAND ) SS:

On the 5th day of MAY, 2020, before me, the undersigned, personally appeared GRAHAM W. VICKERS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

SUZETTE BOIS  
NOTARY PUBLIC - State of Maine  
My Commission Expires  
January 19, 2026