

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act that, if adopted by this Honorable Board, would authorize the County of Westchester (the "County") to enter into an intermunicipal agreement ("IMA") with the Town of New Castle ("Town") to design a Town water main in conjunction with a County trunk sewer project.

The County is currently undertaking the design of approximately 5,500 linear feet of new sewer trunk extension, known as the Saw Mill B-2 Trunk Spur, which will be located on Hunts Lane and Quaker Street in the Town near the Saw Mill River Parkway. Your Honorable Board adopted Bond Act No. 166-2018 on October 25, 2018, to finance this work. The Town has proposed to design a new water main in the same vicinity as the sewer trunk, and has requested that the County combine the design of the water main with that of the sewer trunk into a single project to reduce the overall cost.

Under the IMA, the County will have its consultant, Environmental Design and Research, provide the design for the combined project. The Town will pay the County an amount not to exceed \$394,800.00, which is the estimated cost for the water main design. The Town will be responsible for any excess cost if the water main design exceeds this estimate. The term of the IMA will be for a period not to exceed five years. Following design, the Town and the County will decide if they want to combine the projects for construction purposes, which would require another IMA.

The IMA will require the County and the Town to defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or the Town, or third parties under their direction or control.

The Planning Department has advised that, based on its review, the proposed IMA constitutes a "Type II" action under the State Environmental Quality Review Act, 6 NYCRR Part 617 ("SEQRA"), which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. A copy of the SEQRA documentation is annexed hereto. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered and recommends approval of the attached Act.

Dated: April 25<sup>th</sup>, 2022  
White Plains, New York

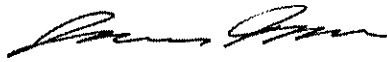
<p><i>Robert Jodi</i> <i>Nancy Barr</i> <i>[Signature]</i> <i>Lenny Zuker</i> <i>[Signature]</i> <i>[Signature]</i></p>	<p><i>Nancy Barr</i> <i>[Signature]</i> <i>[Signature]</i></p>	<p><i>Nancy Barr</i> <i>Lenny Zuker</i></p>
<p><small>e:dlv 3-11-22</small> Budget &amp; Appropriations</p>	<p>COMMITTEE ON Public Works &amp; Transportation</p>	<p>Environment, Energy &amp; Climate</p>

Dated: April 25, 2022  
White Plains, New York

*The following members attended the meeting remotely, pursuant to Chapter 56 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.*

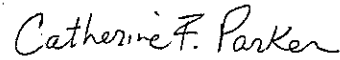
Committee(s) on:

**Budget & Appropriations**

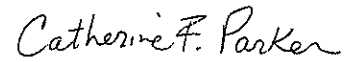


Catherine F. Parker

**Public Works & Transportation**



**Environment, Energy & Climate**



# FISCAL IMPACT STATEMENT

SUBJECT: SSM02 - Saw Mill SSD

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND       AIRPORT       SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost      \$ \_\_\_\_\_

Total Current Year Revenue \$ 394,800

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: \_\_\_\_\_

\_\_\_\_\_

Potential Related Operating Budget Expenses:      Annual Amount \$ \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Potential Related Revenues:      Annual Amount \$ 394,800

Describe: to Capital Project SSM02-01-C-9636

\_\_\_\_\_

\_\_\_\_\_

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Next Four years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: Lorraine Marzola

Title:      Assoc Budget Director

Department: Budget

Reviewed By:




Budget Director

4/4/22

If you need more space, please attach additional sheets.

TO: Marian Pompa, Jr., P.E., Director of Maintenance  
Department of Environmental Facilities

FROM: David S. Kvinge, AICP, RLA, CFM   
Assistant Commissioner

DATE: March 31, 2022

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR AGREEMENT WITH  
NEW CASTLE FOR JOINT DESIGN OF SEWER AND WATER PROJECT**

---

In response to your request, the Planning Department has reviewed the above referenced action with respect to the State Environmental Quality Review Act and its implementing regulations, 6NYCRR Part 617 (SEQR).

The action involves an intermunicipal agreement between the County and the Town of New Castle to provide for design of a proposed Town water main in conjunction with the design of a proposed County trunk sewer extension, known as the Saw Mill B-2 Trunk Spur (capital project SSM02), which will be located in the same vicinity.

Since the agreement is limited to design of the Town's project, the action may be classified as Type II, pursuant to section 617.5(c)(27), "conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action." As such, no further environmental review is required for this agreement.

Please contact me if you need any additional information regarding this classification.

DSK/cnm

cc: Andrew Ferris, Chief of Staff  
Paula Friedman, Assistant to the County Executive  
Vincent Kopicki, Commissioner of Environmental Facilities  
Norma Drummond, Commissioner  
David Vutera, Associate County Attorney  
Claudia Maxwell, Associate Environmental Planner

**ACT NO. - 2022**

AN ACT authorizing the County of Westchester to enter into an intermunicipal agreement with the Town of New Castle to design a Town water main in conjunction with a County sewer trunk project.

**BE IT ENACTED** by the Board of Legislators of the County of Westchester as follows:

**Section 1.** The County of Westchester (the "County") is hereby authorized to enter into an intermunicipal agreement ("IMAs") with the Town of New Castle ("Town") to design a Town water main in conjunction with a new County sewer trunk extension, known as the Saw Mill B-2 Trunk Spur, which will be located on Hunts Lane and Quaker Street in the Town near the Saw Mill River Parkway.

**§2.** Under the IMA, the County shall have its consultant, Environmental Design and Research, provide the design for the combined project. The Town shall pay the County an amount not to exceed \$394,800.00, which is the estimated cost for the water main design. The Town shall be responsible for any excess cost if the water main design exceeds this estimate.

**§3.** The IMA shall require the County and the Town to defend, indemnify and hold harmless each other, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or the Town, or third parties under their direction or control.

§4. The County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents and take all actions necessary and appropriate to effectuate the purposes hereof.

§5. The term of the IMA shall be for a period not to exceed five (5) years.

§6. This Act shall take effect immediately.

**THIS INTERMUNICIPAL AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 2022, by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (the “County”),

and

**THE TOWN OF NEW CASTLE**, a municipal corporation of the State of New York, having an office and place of business at 200 S. Greeley Avenue, Chappaqua, NY 10514 (hereinafter the “Town”)

**WHEREAS**, the County is undertaking the extension of a trunk sewer located at Quaker Street in the Town (“Sewer Line”); and

**WHEREAS**, the Town has proposed to design a new water main to be located at Quaker Street (“Water Main”) in the vicinity of the Sewer Line; and

**WHEREAS**, the Town has requested that the County combine the design of the Water Main with that of the Sewer Line into a single project (“Project”) for the purpose of public bidding; and

**WHEREAS**, the County and the Town desire to enter into an intermunicipal agreement (“Agreement”) to set forth the terms and conditions under which the parties will undertake and pay for the Project.

**NOW THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

1. **RECITALS**: The above recitals are hereby incorporated by reference into the body of this Agreement.
2. **PERFORMANCE OF WORK**: The County agrees to perform, or cause its consultants to perform, the work necessary to complete the design for the Project, in accordance with the plans, scope



of work and budget attached hereto and made a part hereof as Schedule "A" (the "Work"). The parties acknowledge that the plans for the Project shall be reviewed with the Town's staff as set forth in Schedule "A". Modifications to the plans or scope, or change orders that in any way change the aforementioned Work shall require the prior written approval of the Town. Nothing herein shall create or be construed to create a third-party beneficiary relationship between the Town and the consultants hired by the County to carry out the Work, and the parties hereto expressly disclaim any intention to create such a relationship.

3. **TERM:** The term of this Agreement shall commence on \_\_\_\_\_, 202\_\_ and shall terminate on \_\_\_\_\_, 202\_\_, unless terminated sooner pursuant to the provisions of this Agreement.

4. **COSTS:** In consideration for the Work to be performed pursuant to paragraph "2" above, the Town shall pay the County an amount not-to-exceed \$394,800.00 (three hundred ninety-four thousand eight hundred dollars), representing the total estimated cost of design for the Water Main. In the event that the final total for the Water Main design costs exceed the estimated cost of \$394,800.00, the Town shall be solely responsible for any excess cost. Additional costs shall be calculated using the Rate and Cost Schedule as shown in Schedule "A". Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall the County be expected or required to make any additional payment of any kind or be under any other obligation or liability hereunder in connection with the Water Main design.

5. **PAYMENT:** The parties agree that all payments made by the Town to the County shall be on a cost reimbursement basis based upon actual billing received by the County for Project costs as set forth in the estimated budget which is attached hereto and made a part hereof as part of Schedule "A". Any and all requests for payment to be made, including any request for partial payment upon completion of a portion of the Water Main design, shall be submitted by the County along with standard documentation (typically received by the County from consultants) that the Town may require to substantiate all requests for payment, including but not limited to, proof of payment by the County to any and all consultants performing Work on the Project. Any request for payment shall be paid by the Town within thirty (30) days of receipt. In no event shall a *final* payment be made to the County prior to completion of the Water Main design.

6. **SUBJECT TO COUNTY APPROPRIATIONS:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein.

7. **TERMINATION:** (a) The County, upon ten (10) days-notice to the Town, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the County shall be compensated and the Town shall be liable only for payment for Work already rendered under this Agreement prior to the effective date of termination, in accordance with the budget attached hereto as part of Schedule "A". Following the Town's receipt of notice that the County is terminating this Agreement in its best interests, any further Work undertaken by the County on the Water Main design shall be at its own peril and sole expense. Except for Work already performed, the Town shall incur no further liability in furtherance of this Agreement without the express approval of the Town.

(b) In the event the County determines that there has been a material breach by the Town of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Town of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement. Except for Work already performed, the Town shall incur no

further liability in furtherance of this Agreement without the express approval of the Town. Without limiting the foregoing, upon written notice to the Town, repeated breaches of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

8. **MAINTENANCE OF RECORDS:** The County shall, at its sole cost and expense, keep, maintain, and preserve at its principal offices throughout the term of this Agreement, full and detailed books, accounts, and records pertaining to its performance pursuant to this Agreement. Such books, accounts and records will include, without limitation, all bills, invoices, payrolls and other data evidencing, or in any material way relating to, the direct and indirect costs and expenses incurred in connection with the Project. The Town shall have the right to inspect and audit, at reasonable times and upon reasonable notice, any and all such books, accounts and records at the office or offices where they are then being kept, maintained and preserved. All of the provisions of this Section "8" will survive the expiration or other termination of this Agreement.

9. **REPRESENTATIONS, WARRANTIES AND GUARANTEES:** The Town expressly represents, warrants and guarantees to the County that:

(a) the execution and performance of this Agreement by the Town has been duly authorized by its governing board; and

(b) this Agreement, and any other documents required in connection herewith, when so delivered, will constitute legal, valid and binding obligations of the Town enforceable against the Town in accordance with their respective terms; and

(c) the Town will deliver to the County at the time of execution of this Agreement a resolution adopted by its governing board authorizing the execution of this Agreement, and any other documents required to be delivered by the Town; and

(d) the person signing this Agreement on behalf of the Town has full authority to bind the Town to all of the terms and conditions of this Agreement.

10. **INDEMNIFICATION:** The Town shall defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims,

demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town. The County shall defend, indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

This Section "10" shall survive the termination or expiration of this Agreement.

11. **ASSIGNMENT OF RIGHTS:** Neither party may assign any rights under this Agreement without the prior express written consent of the other party.

12. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement, including without limitation, all schedules and attachments, constitute the entire Agreement between the parties and will supersede all previous negotiations, commitments and writings. It will not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties, subject to any necessary legal approvals.

13. **COMPLIANCE WITH LAW:** The County and the Town will comply, each at their sole cost and expense, with all applicable federal, state and local laws, rules and regulations, ordinances and requirements affecting the conduct of their activities in connection with the performance of this Agreement herewith and, as applicable to the parties, as an employer.

14. **NOTICES:** All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this Agreement will be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier) to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice will be effective on the date of receipt:

To the County: Commissioner  
Department of Environmental Facilities  
County of Westchester  
270 North Avenue, 6<sup>th</sup> Floor  
New Rochelle, NY 10801

with a copy to: County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Town: Town Supervisor  
200 S. Greeley Avenue  
Chappaqua, NY 10514

with a copy to: Town Attorney  
Keane & Beane, P.C.  
445 Hamilton Avenue, Suite 1500  
White Plains, NY 10601  
Attn: Nicholas M. Ward-Willis

15. **VALIDITY:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement will in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision will be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the parties prior to determination of such invalidity or unenforceability.

16. **APPROVALS:** It is hereby acknowledged that any request for any modification of the terms hereof which requires the consent of the parties will be subject to the receipt of any and all necessary legal approvals.

17. **EXECUTION:** This Agreement may be executed simultaneously in several identical copies, each of which will be an original and all of which will constitute but one and the same agreement.

18. **GOVERNING LAW:** This Agreement will be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement will be brought in the County of Westchester.

19. **NO WAIVER:** Failure of the Town to insist, in any one or more instances, upon strict performance of any term or condition herein contained will not be deemed a waiver or relinquishment for the future of such term or condition, but the same will remain in full force and effect.

20. **THIRD PARTIES:** Nothing herein is intended or will be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

21. **ENFORCEMENT:** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney and Town Attorney.

22. **CAPTIONS:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

**IN WITNESS WHEREOF**, the County of Westchester and the Town of New Castle have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_

Vincent F. Kopicki, P.E.  
Commissioner  
Department of Environmental Facilities

**TOWN OF NEW CASTLE**

By: \_\_\_\_\_

Jeremy Saland  
Acting Town Supervisor

Approved by the Westchester County Board of Legislators by Act No. \_\_\_\_\_ at a meeting duly held on \_\_\_\_\_, 2022.

Approved by the Westchester County Board of Acquisition & Contract at a meeting duly held on \_\_\_\_\_, 2022.

Approved by the Town of New Castle Town Board by Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2022.

Approved as to form and  
manner of execution:

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Associate County Attorney  
County of Westchester

\_\_\_\_\_  
Town Attorney  
Town of New Castle

Vutera/DEF/122358/  
IMA New Castle Shared Sewer Water Projects draft 1-21-22

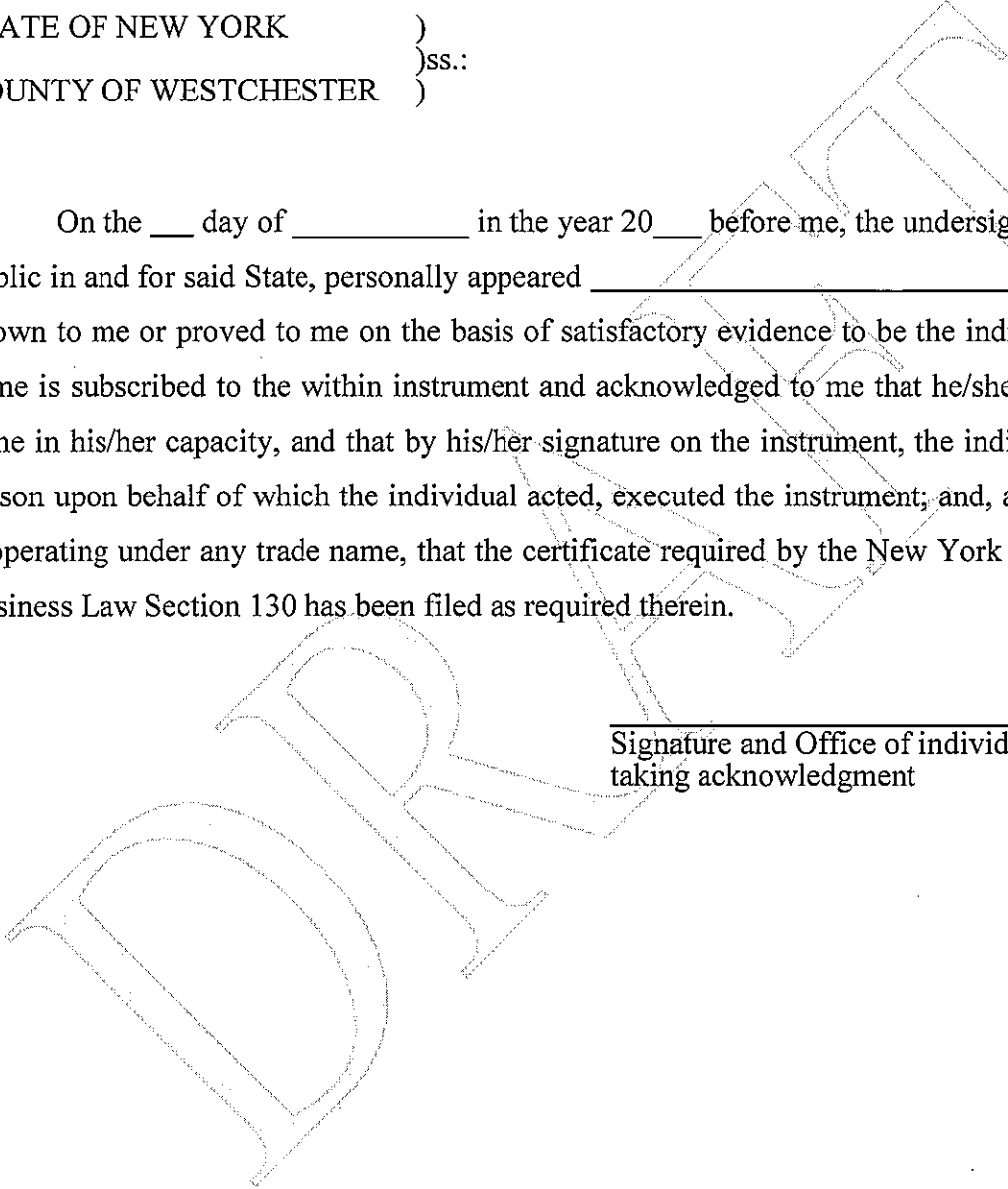
DRAFT

TOWN ACKNOWLEDGMENT

STATE OF NEW YORK            )  
  )ss.:  
COUNTY OF WESTCHESTER    )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment





**TOWN CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_, certify that I am  
*(Officer other than officer signing contract)*

the \_\_\_\_\_ of the \_\_\_\_\_  
*(Title)* *(the "Municipality")*

a municipal corporation duly organized and in good standing under the \_\_\_\_\_

\_\_\_\_\_  
*(Law under which organized, e.g., the New York Business Corporate Law)*

named in the foregoing agreement; that \_\_\_\_\_  
*(Person executing agreement)*

who signed said agreement on behalf of the Municipality was, at the time of execution  
\_\_\_\_\_  
*(Title of such person)*

of the Municipality and that said agreement was duly signed for and on behalf of said Municipality  
by authority of its Board of \_\_\_\_\_, thereunto duly authorized and that  
such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
*(Signature)*

STATE OF NEW YORK     )  
  )ss.:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally came  
\_\_\_\_\_, whose signature appears above, to me known,  
and known to me to be the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the Municipality described in and which  
executed the above certificate, who being by me duly sworn did depose and say that he/she, the said  
\_\_\_\_\_ of said Municipality resides at \_\_\_\_\_  
\_\_\_\_\_, and that he/she signed his/her name  
hereto by order of the Board of \_\_\_\_\_ of said Municipality.

\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgment

## SCHEDULE "A"

### Scope of Work, Project Cost, and Additional Work Rate and Cost Schedule

#### **Scope of Services**

The Scope of Services listed below is based on the following:

- Use of existing datum reference for locating the new water main and sanitary sewer in Quaker Street.
- Use of shared subsurface soil information from the soil boring investigation program previously done for the County.
- Development of integrated site plans that show existing utilities and the proposed pipelines for both the new sewer and new water main.
- Work tasks will be organized and listed under the County's standard scope of services work breakdown structure.
- Work tasks will be performed to County Standards and requirements
- Meetings will be coordinated and scheduled at the same time as meetings for the County sanitary sewer project

#### **Tasks 1, 2, 3 and 4 – Schematic Design Phase (30%)**

Development of Schematic Design Documents will include the following tasks outlined in the Town's RFP for the Quaker Street Water Improvement Project.

Schematic Design will include:

- Gathering/Assimilation of Town Supplied Information (RFP Task 1)
- Preparation of Conceptual Design Plans (RFP Task 2)
- Review Workshops with Town Staff (RFP Task 3)
- Preparation of Preliminary Construction Cost Estimate (RFP Task 4)

The scope of work for the design shall include the following:

#### **Tasks 1 & 2 - Gathering/Assimilation of Information/Conceptual Design Plans**

1. Review current water system information on file and work closely with Town staff to incorporate specific project and service considerations into the design documents.
2. Attend a kickoff meeting/workshop with the County and Town to initiate the project.
3. Clarify and finalize the need and extent of the existing water main replacement located along Quaker Street (Route 120) in the Town of New Castle. For the purposes of this proposal, the following work elements were identified:

- a. It is anticipated that replacement of the water main will start from approximate Station 2+65, which is located at the intersection of Quaker Street (NYS Route 120) with Hunts Place, and ends at the southern property line of 420 Quaker Street.
- b. The point of connection is a 12-inch water main.
- c. The total length of water main to be designed is approximately 4,810 linear feet.
- d. Water main piping shall be Class 54 cement mortar lined, ductile iron.
- e. The existing water main to be replaced is 6-inch in diameter.
- f. The new water main will be upsized to 10-inch diameter, as base bid, and an "add alternate" will be included in the bid proposal for 12-inch diameter option.
- g. Complete a design and installation layout for a temporary Bypass System, consisting of the following:
  - Materials furnished (bypass pipe, service hose, connections, and related appurtenances) that come into contact with drinking water shall be certified for conformance with ANSI/NSF Standard 61 by an ANSI third party certification program.
  - Materials shall be adequate to withstand the required water pressure and conditions of use and shall provide adequate tightness before being put into service.
  - Temporary bypass pipe shall be steel having a minimum working pressure of 200 pounds per square inch with restrained couplings.
  - Two bypass systems shall be utilized, which consist of a 4-inch diameter steel pipe located on the westerly side of Quaker Street with a second 4-inch diameter steel pipe located on the east side of Quaker Street.
  - Water service hose to be used for connection from the temporary bypass pipe to the existing residences shall have a minimum working pressure of 200 lbs. per square inch and be made of material that will not have an adverse effect on the taste or odor of the water. The intent is to eliminate direct connection into the existing curb boxes. Pressure reducing valves (PRV) may be required at each service connection, depending upon the presence of a PRV in each house.
  - A survey form will be created that will be mailed to residents that are directly connected to the water main on Quaker Street (approximately 65 homes). The survey form will be used to identify the existence of PRV's and existing homes. An additional field visit will be planned for nonresponses to the mailed survey form. It is anticipated this will be no more than 20 homes.

- Temporary fire hydrants will consist of a 4-inch by 4-inch tee or a 4-inch 90° bend from the bypass lines. A butterfly valve will be connected to end of the tee or bend, and an operating nut to control the valve. The temporary fire hydrant will be equipped with a 4½-inch diameter National Standard threaded nozzle with hydrant cap installed. Temporary fire hydrants will be located near existing fire hydrants.
- h. Gate valves will be placed at intervals not to exceed 1,000 ft. and be resilient seat gate valves (250 PSI) type.
- i. Three gate valves will be placed at 4-way water main intersections and three gate valves will be placed at 3-way water main intersections.
- j. New water main taps will be 1½-inches, Type K copper piping with new curb boxes.
- k. The Town of New Castle will provide all hydrants and fittings where required. It is critical that all New Castle supplied hydrants and fittings be onsite and available to the contractor prior to contractor's mobilization to the site. There have been various supply and supply chain interruptions which have delayed delivery of materials for various water and wastewater projects. It is anticipated that the Town of New Castle will provide the following hydrants and fittings. This list can be refined during the design development phase:
- Fire hydrants
  - Resilient seated gate valves
  - 11¼°, 22½°, 45°, 90° bends
  - Restrained fittings for vertical alignment changes

It is recommended that the Town of New Castle order additional valves and fittings, as there is a potential for alignment shifts during construction caused by unknown underground conditions.

- l. Unit price items will be used for critical quantities for water main construction, including rock removal and disposal, backfilling, paving, etc.
- m. Hydrants shall be placed at intervals not to exceed 500-feet, specifically at or near existing hydrant locations. NFPA code review for placement of hydrants based on distance from buildings is not included.
- n. Obtain permits and approvals needed from interested agencies including, but not limited to, the New York State Department of Environmental Conservation (NYSDEC), Westchester County Department of Health (WCDOH), New York State Department of Transportation (NYSDOT), Town of New Castle Wetland Permit (Chapter 137) (By Town Staff – Fee Waived) etc., will be identified.

- o. Develop a Schematic Design Report which follows the Clean Water State Revolving Fund (CWSRF) Engineering Report Outline, as outlined by the New York State Environmental Facilities Corporation (NYSEFC).

### **Preparation of Conceptual Design Plans**

1. Develop a conceptual design plan which shall provide plans, profiles and sections, and elevations to describe the character and layout of all components of the proposed water main design including, at a minimum, the following elements and details:
  - a. Cover Sheet (location map and index of drawings).
  - b. Existing conditions (roadway, curb line, sanitary sewer, storm sewer, water main, gas and electric).
  - c. Proposed infrastructure improvements, which include new water main, gate valves, hydrants and bypass system.
  - d. Proposed water main profiles.
  - e. Maintenance and Protection of Traffic and safe pedestrian access along sidewalks, pedestrian access to merchants during construction, Construction Phasing Plan.
  - f. Drawings and Deliverables:
    - Design and scaled AutoCad drawings on CD – (two CD's).
    - Four sets of full-size drawings (22" x 34") at an engineering scale of 1" = 20". In addition, four reduced sized (11" x 17") drawings will be provided using a graphical scale proportional with the full-size drawings and provided in electronic format (PDF).
2. A written list of technical specifications will be provided.
3. Complete a supplemental topographic survey by a licensed Land Surveyor, as necessary, for the design of the water main.
4. Identify known underground and overhead utilities located in the areas of work and show on the plans. Trees along the route, especially those that may be impacted by the construction, will be identified and shown on the plans. Trees that will be compromised during construction will be required to be removed. EDR will discuss with the County and Town of New Castle a tree replacement approach for trees that are removed. EDR has extensive experience with streetscaping design that includes the replacement or addition of new trees and plantings.
5. Test pits at utility crossings will be conducted to aid in the design. A maximum of four test pits will be performed.
6. Permanent and temporary easements are not expected to be necessary for this work.
7. Develop traffic plans for maintaining and protecting local vehicular access conforming to

NYSDOT requirements as required, including temporary construction detours. The EDR team recently completed a sewer construction project along NYS Route 17 in Sloatsburg, NY. This project required extensive coordination with NYSDOT to control traffic as well as providing adequate safety measures during rock blasting and excavation.

### **Task 3 - Review Workshops with Town Staff**

1. Attend a 30% progress review meeting. EDR will meet with Town representatives to obtain staff input on conceptual design plans and to discuss various proposals/approaches based on the draft conceptual design documents. A total of two review periods by Town officials, consisting of approximately 14 days, should be anticipated by staff.
2. Based on input received from the Town, a final Schematic Design Report will be finalized for distribution.

### **Task 4 - Preparation of Preliminary Construction Cost Estimate**

1. EDR will provide a 30% design and preliminary construction cost estimate for the new water main. The intent of this estimate is to serve as a reference for budgeting considerations.

### **Task 5 - Final Construction Documents**

1. Development of final Construction Documents will include the following tasks outlined in the Town's RFP for the Quaker Street Water Improvement Project.
  - Final Design Development (RFP Task 5)
  - Final Design Development Plan Review by Town Staff (RFP Task 6)
  - Preparation of Final Design Development Plan Cost Estimate (RFP Task 7)
  - Preparation of Construction and Bid Documents (RFP Task 8)

### **Final Design Development**

1. EDR will develop Construction Contract Documents ready for bidding and construction based on the engineering design. The Contract Documents will consist of "Front End" Contract Documents, signed and sealed engineering drawings, and the project's technical specifications.

The Construction Contract will incorporate Westchester County's front end "boilerplate" documents as part of the Saw Mill B-2 Trunk Sewer Extension Project along Quaker Street. The Town's supplied "boilerplate information" will not likely be integrated with Westchester County's standard documents but will be reviewed.

2. Construction and Bid Document Deliverables include the following:
  - a. Design and scaled AutoCad drawings on CD – (two CD's).
  - b. Four sets of full-size drawings (22" x 34") at an engineering scale of 1" = 20". In addition, four reduced sized (11" x 17") drawings will be provided using a graphical scale proportional with the full-size drawings and provided in electronic format (PDF).
  - c. Technical specifications for all work associated with the Water Main and Trunk Sewer Projects.

#### **Task 6 - Final Design Development Plan Review by Town Staff**

1. EDR will attend a 90% progress review meeting with Town representatives. Based on input received from the Town, final design drawings and Contract Documents will be developed for review and approval.

#### **Task 7 - Preparation of Final Design Development Plan Cost Estimate**

1. EDR will prepare and provide a revised opinion of probable construction costs based on information contained in the Contract Documents. This estimate will be prepared from computed quantities and current unit cost estimates for all proposed work items.

#### **Task 8 - Preparation of Construction and Bid Documents**

1. Based on review comments received from the Town on the 90% design documents and associated cost estimate, EDR will complete preparation of the final construction and bid documents.
2. Upon completion, EDR will attend a final progress meeting to review the completed documents and to determine if there are needed revisions to the latest construction cost estimate.

Please note that final bid documents will be supplied by Westchester County.

## Project Cost Estimate

<b>Task</b>	<b>Cost</b>
Task 1: Gathering/Assimilation of Town Supplied Information	\$4,200
Task 2: Preparation of Conceptual Design Plans	\$83,200
Task 3: Review Workshop with Town Staff	\$2,500
Task 4: Preparation of Preliminary Construction Cost Estimate	\$7,400
Task 5: Final Design Development	\$210,000
Task 6: Final Design Development Plan Review by Town Staff	\$2,500
Task 7: Preparation of Final Design Development Plan Cost Estimate	\$7,400
Task 8: Preparation of Construction and Bid Documents	\$77,600
<b>Total</b>	<b>\$394,800</b>

DRAFT



## 2021 Rate and Cost Schedule for Additional Services

Environmental Design & Research, Landscape Architecture, Engineering and Environmental Services, D.P.C. (EDR) for additional professional services as follows:

<b>LABOR CATEGORY</b>	<b>HOURLY RATES</b>
Principal.....	\$240.00
Associate Principal .....	\$190.00
Senior Project Manager .....	\$155.00
Senior Architect/Senior Landscape Architect .....	\$135.00
Senior Engineer (Specialist*) .....	\$180.00
Senior Environmental Scientist .....	\$135.00
Project Manager.....	\$140.00
Project Engineer .....	\$130.00
Engineer.....	\$90.00
Architect/Landscape Architect .....	\$110.00
Environmental Specialist.....	\$95.00
Managing Designer.....	\$150.00
Senior Designer/Technician.....	\$90.00
Designer/Technician.....	\$85.00
Senior Drafter/Assistant Technician.....	\$80.00
CAD Drafter .....	\$75.00
Senior Project Representative.....	\$135.00
Project Representative .....	\$125.00
Support Personnel.....	\$75.00
GIS Analyst .....	\$95.00
Visualization/Graphic Specialist .....	\$95.00
Executive Assistant.....	\$85.00

\*Structural, Mechanical, Electrical, or Civil

Note: This schedule is subject to annual or periodic adjustments.

**SUBCONTRACTOR SERVICES COST plus 5%**

**REIMBURSABLE EXPENSES**

Photocopies.....	\$0.05/page
Color Prints 8½ x 11.....	\$.50/page
Double Sided .....	\$.75/page
Color Prints 11 x 17.....	\$1.00/page
Double Sided .....	\$1.50/page
Large Format CAD Plots.....	\$0.60/square foot
Large Format Photo/Rendering Plots .....	\$6.00/square foot
Large Format Cartographic.....	\$1.75/square foot
Mileage .....	IRS Current Rate
Tolls.....	Cost
Lodging.....	Cost
Equipment Rentals.....	Cost
Expedited Delivery (courier, overnight mail).....	Cost

Note: This schedule is subject to annual or periodic adjustments.

DRAFT

DRAFT