



TOWN OF NORTH CASTLE

WATER & SEWER DEPARTMENT

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Member
American Water Works Association
N.Y. Rural Water Association
N.Y. Water Environment Association
Westchester Water Works Conference

Sal Misiti

Director of Water & Sewer Operations

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MEMORANDUM

To: Supervisor Schiliro, & Town Board Members

From: Sal Misiti

CC: Joan Goldberg, Town Administrator
Roland Baroni, Jr., Town Attorney
Kevin Castro, P.E., GHD Consulting

Date: October 16, 2014

Re: **Amendment No.1 to GHD Consulting Services Agreement for Professional Services relative to the Water District No.2 Water Main Replacement Project**

I have attached Amendment No.1 to the GHD Agreement of services for the above referenced project. The original agreement was signed October 7, 2013.

This amendment primarily is for additional services outside of the original scope for the project. The majority of the cost is associated with the water main crossing of Rt22 which was not part of the distribution system replacement design. The crossing is considered a service connection which feeds out of district users; Coman Hill School and Brynwood. We are at a point in the construction of the project where the design of this component needs to take place. There is an allowance in the contractor's bid for its construction. As you can see in the attached document, there is considerable work required to make this happen. I have asked GHD to price the cost for the work with alternates, either an open cut of the state road or a jacking and boring operation which will most likely be the DOT requirement. This cost and any additional costs for this crossing will be tracked for potential reimbursement by the out of district users.

The amendment includes some other minor additions such as costs associated with the design of temporary water service, Town Wetland Permitting, and additional footage of water main design. Using the worst case scenario of jacking and boring under Rt22, the cost of the amendment will be an addition of \$49,000 to the GHD contract.

Date: October 16, 2014

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To: Supervisor Schiliro, & Town Board Members

Re: **Amendment No.1 to GHD Consulting Services Agreement**



At this time I respectfully request the Board approve Amendment No.1 to the GHD agreement and authorize the Supervisor to sign the agreement.

If you should have any questions or require any additional information please contact me.

Attachment

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: October 7, 2013
- b. Owner: Town of North Castle, NY
- c. Engineer: GHD Consulting Services Inc.
- d. Project: Water District No. 2 Water Distribution System Replacement

2. *Description of Modifications:*

- a. ENGINEER shall perform or furnish the following Additional Services:

1) Design Phase Services:

- (a) Organize and conduct a Pre-design Workshop with NYSDOT Regional Engineer, ENGINEER, and OWNER to discuss the design approach and requirements for the proposed water main crossing on NYS Route 22.
- (b) Prepare a design for the New York State Department of Transportation (NYSDOT) review (plans and specifications) for ± 60 linear feet of 12-inch diameter CL56 DIP cased water main to cross NYS Route 22 at the intersection of Upland Lane and NYS Route 22. The crossing design shall be one of the following:
 - i. Jack and boring method and will include additional gate valves.
 - ii. Open cut method and will include additional gate valves.
- (c) Assist in the coordination between the OWNER and Contractor for the preparation and submission of the following to the NYSDOT by the Contractor:
 - i. NYSDOT Permits (provided by Contractor and OWNER).
 - PERM 32 – Utility work permit application, with applicable fees paid by the OWNER.
 - ii. Traffic Control Plan utilizing NYSDOT Work Zone Traffic Control Standard Details. If a detour plan or traffic study is required, additional cost for these services will be based upon NYSDOT imposed requirements at the time of the pre-design workshop.
 - iii. Three sets of plans detailing the proposed work for preliminary and final submission.
 - iv. Perform two (2) soil borings to a depth of 15-feet using a subcontracted soil boring Contractor. One on the east and one on the west side of NYS Route 22.
 - v. Perform planning and topographic survey using a subcontracted Land Surveyor licensed in the State of New York in the area for the NYS Route 22 crossing.
- (d) Prepare a design (plans and specifications) for approval by the Westchester County Health Department for 5400 linear feet of temporary water services to serve the residents during construction

along North Lake Road. Temporary service will include connection to existing or proposed hydrants for water supply, temporary above ground piping, and protection for temporary piping.

- (e) Prepare design plans for an additional 3,725 linear feet of distribution piping beyond original agreement quantity of 42,240 linear feet.
- (f) Delineation of additional wetlands and wetland buffer in pursuit of the Town of North Castle Wetlands and Drainage Permit Application. Submission shall include preparation of application, eight (8) copies, one site visit, meeting with Town Consultant, and attend one Planning Board meeting.

2) Construction Phase Services

- (a) Organize and attend a Pre-construction Conference with the NYSDOT, OWNER, ENGINEER, and Contractor.
 - i. Prepare meeting minutes of Pre-construction Conference and distribute to attendees.
 - (b) Coordinate preparation and submit on behalf of the OWNER the following NYSDOT Permits to the NYSDOT Regional Office
 - i. PERM 36 – Attachment to Highway Work Permit – Consultant Inspection
 - ii. PERM 50 – Inspection and/or Supervision Payment Agreement.
 - (c) Perform 40 hours of Construction Inspection in accordance to PERM 36, (8 hours/day Monday-Friday).
- b. The Scope of Services currently authorized to be performed by ENGINEER in accordance with the Agreement and previous amendments, if any, is modified as follows: (none)
- c. The responsibilities of OWNER are modified as follows:
- 1) All easements, if required, will be obtained by OWNER.
- d. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional or modified compensation:
- 1) If an open cut watermain crossing of NYS Route 22 can not be obtained, the design of a jack and boring method for watermain crossing of NYS Route 22 will commence for the lump sum amount as detailed in the Agreement summary below.
- e. The schedule for rendering services is modified as follows:
- 1) Coordinate a Predesign Workshop with the NYSDOT 30 days after authorization to proceed.
 - 2) Provide to the Town, NYSDOT, and Westchester County Health Department, Preliminary Design for review 60 days after authorization to proceed.
 - 3) Provide Final Design, for approval by the Westchester County Health Department and the NYSDOT, 90 days after authorization to proceed.
- f. Other portions of the Agreement (including previous amendments and monthly additional resident services, if any) are modified as follows: (none)

4. Agreement Summary (Reference only)

a. Original Agreement amount: \$265,900
b. Net change for prior amendments: \$0
c. This amendment amount: (i) \$49,000
(ii) \$42,000
1) *NYS DOT Route 22 Crossing*
(i. *Jack and Bore Design Phase and Construction Phase - \$30,000*)
(ii. *Open Cut Design Phase and Construction Phase - \$23,000*)
2) *Temporary water service*.....\$9,000
4) *Additional LF of watermain*.....\$5,000
5) *Additional Town wetland requirements*.....\$5,000
d. Adjusted Agreement amount: (i) \$314,900
(ii) \$309,900

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the latest date of the undersigned.

OWNER:

ENGINEER:

TOWN OF NORTH CASTLE

GHD CONSULTING SERVICES INC.

By: _____
Print
name: _____

By: Kevin Castro
Print
name: Kevin Castro, P.E.

Title: _____

Title: Principal

Date Signed: _____

Date Signed: 10/15/14