

V-E-2

HARRISON ENGINEERING DEPARTMENT

Town/Village of Harrison
Alfred F. Sulla, Jr. Municipal Building
1 Heineman Place
Harrison, New York 10528

Michael J. Amodeo, P.E., CFM
Town Engineer



February 5, 2019

Supervisor Ron Belmont and
Members of the Village Board
Town of Harrison
1 Heineman Place
Harrison, New York 10528

**Re: Construction Administration and Inspection
Sanitary Sewer Rehabilitation Project within the Trails and Winfield Area**

Dear Supervisor Belmont and Members of the Village Board:

Village Board authorization is requested for a professional services contract with GHD Consulting Services Inc., for construction administration and inspection for the Sanitary Sewer Rehabilitation Project at a cost not to exceed \$139,800.00.

Funding for this contract is available in Capital Account #18SD06.

Further, authorization is requested for the Purchasing Department to amend Purchase Order #381562 payable to GHD Consulting Services Inc., from \$80,400.00 to \$220,200.00.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael J. Amodeo", is written over a horizontal line.

Michael J. Amodeo, PE, CFM
Town Engineer

MJA/eam

Attachment



Transmittal

February 1, 2019

To: Mr. Michael Amodeo, P.E.
Town of Harrison
1 Heineman Place
Harrison, NY 10528

Ref. No.: 11179234.0

From: Randy M. Cameron, P.E.

GHD Tel: 315.679.5800

Subject: Amendment No. 1

Project: Sanitary Sewer Rehabilitation in the Trails and Winfield Sewer Basins
Town of Harrison, NY

No. of Copies	Description/Title	Drawing No./ Document Ref.	Issue
2	Amendment No. 1		2/1/19

Issued for: ☐ Your information ☐ As requested ☐ Construction
☐ Your approval/comments ☐ Returned to you ☒ For signature

Sent by: ☐ Overnight courier ☐ Same day courier ☐ Other: USPS

Remarks:

Enclosed are two copies of Amendment No. 1 between the Town of Harrison and GHD. If acceptable, please sign both copies, keep one for your records and return one to my attention. Thank you.

Copy to:

Completed by: Randy M. Cameron, P.E.
[Please Print]

Signed:

Filing: Correspondence File

GHD

One Remington Park Drive Cazenovia New York 13035 USA
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REGISTERED COMPANY FOR
ISO 9001
ENGINEERING DESIGN

inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Amendment and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site of the Specific Project, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. **Defective Work.** Have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
8. **Clarifications and Interpretations; Field Orders.** Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. **Change Orders and Work Change Directives.** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. **Shop Drawings and Samples.** Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.

liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

15. **Contractor's Completion Documents.**
 - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.01.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as provided in paragraph A.1.01.A.10.
 - c. Engineer shall transmit these documents to Owner.
 16. **Substantial Completion.** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 17. **Final Notice of Acceptability of the Work.** Conduct a final payment inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable (subject to the provisions of paragraph A.1.01.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
 18. **Record Drawings.** Develop Record Drawings based on Contractor red-lines and provide Owner with three (3) hard copies.
- B. **Duration of Construction Phase.** The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Amendment, Construction Phase services may be rendered at different times in respect to the separate contracts. The construction period is estimated to be six (6) months.
- C. **Limitation of Responsibilities.** Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.02 Post-Construction Phase.

- A. Engineer shall:
1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

11. Determining the acceptability of substitute materials and equipment proposed during the Construction Phase when substitution is allowed.
12. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.01.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
13. Providing Construction Phase services beyond the Contract Times set forth in the amendment.
14. Providing assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
15. Preparation of operation and maintenance manuals.
16. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.
17. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner under the original agreement or amendment.
18. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
19. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
20. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
21. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected, or delayed Work by a Contractor; or (b) default by a Contractor.
22. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to its Substantial Completion.
23. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
24. Other services performed or furnished by Engineer not otherwise provided for in this Agreement or Amendment.

2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings.** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison.**
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents.** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples.**
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications.** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work.**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

12. **Payment Requests.** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 13. **Certificates, Operation and Maintenance Manuals.** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. **Completion.**
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy a Specific Project in whole or in part.