

# 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



April 26, 2023

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

V-E-5

**Re: Sanitary Sewer Rehabilitation Project Phase 1B (Contracts #1 & #2)  
Construction Administration & Inspection**

Dear Supervisor Dionisio 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 Phase 1B (Contracts #1 & #2) at a cost not to exceed \$723,600.00.

Funding for this contract is available in Capital Account #23SD02.

Further, authorization is requested for the Purchasing Department to amend Purchase Order #400036, payable to GHD Consulting Services Inc., from \$417,400.00 to \$1,141,000.00.

Respectfully submitted,

Michael J. Amodeo, PE, CFM  
Town Engineer

MJA/mep

Attachment



**Q1403**

## Amendment/Change Form

This Amendment/Change is effective this April 17, 2023, (the "Effective Date") between GHD Consulting Services Inc. (hereinafter "GHD") and Town of Harrison, New York (hereinafter "Client"). In consideration of the mutual promises set forth herein, GHD and Client agree to modify the project details for the Original Agreement between GHD and Client referenced herein.

### Project details

**Project name:** Sanitary Sewer  
Rehabilitation Phase 1B

**Project  
number:** 11208208

**Effective Date of  
Original Agreement:** January 6, 2020

**Project  
Manager:** Randy Cameron, PE

### Description of proposed change:

See attached.

**Current budgeted  
effort:** \$417,400

**Current  
milestone:** Construction Phase Services  
substantial completion by August  
31, 2024

**This change  
(variation):** \$723,600

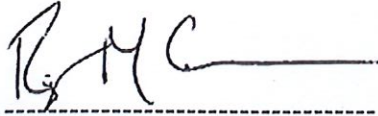
**Revised budgeted  
effort total:** \$1,141,000

**Revised  
completion date:** October 31, 2024

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**GHD**

GHD Consulting Services Inc.

A handwritten signature in dark ink, appearing to read 'R. Cameron', is written over a horizontal dashed line.

Randy Cameron, PE  
Business Group Leader  
April 17, 2023

**Client**

Town of Harrison, NY

-----  
Michael Amodeo, PE  
Town Engineer  
[date]





## AMENDMENT NO. 1

### Part 1 – Scope of Services

#### A.1.01 Construction Phase.

##### A. Engineer shall:

1. **General Administration of Construction Contract.** Consult with Owner and act as Owner's representative. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. **Resident Project Representative (RPR).** Provide the services of a part-time RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
3. **Pre-Construction Conference.** Participate in a pre-construction conference prior to commencement of Work at the Site.
4. **Progress Meetings.** Attend monthly progress meetings during construction and distribute meeting minutes. This budget includes attendance at twelve (12) meetings. Meetings for Contract No. 1 and Contract No. 2 will be held on the same day.
5. **Baselines and Benchmarks.** As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
6. **Visits to Site and Observation of Construction.** In connection with observations of Work in progress :
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed 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 Contractors submittal schedule that has earlier been acceptable to Engineer.
11. **Substitutes and "Or-Equal."** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.19 below.
12. **Inspections and Tests.** Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. **Disagreements Between Owner and Contractor.** Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.



14. **Applications for Payment.** Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in paragraph A.1.01.A.6.a are expressly subject to the limitations set forth in paragraph A.1.01.A.6.b and other express or general limitations in this Agreement and elsewhere.
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any 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 GIS Update.

##### A. Engineer shall:

1. Update to the Owner's GIS geodatabase, detailing which pipe sections and manholes were repaired during contract 1B and what work was performed.
2. Update associated pipe section and manhole folders linked to the Owner's GIS geodatabase. This update will include all post construction documents including post construction videos, photos, and .pdf reports collected during rehabilitation. Previous reports, pictures, and videos will be marked as "superseded".
3. Provide the Owner with a portable hard drive containing the updated geodatabase and folders for each individual pipe section and manhole rehabilitated during this project.
4. Coordinate a virtual meeting to set up the GIS with the updated files and to answer any questions from the Owner.

## Part 2 – Additional Services

### A.2.01 Additional Services Requiring Owner's Authorization in Advance

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in an amendment.
  1. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental



assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Amendment or are due to any other causes beyond Engineer's control.
4. Services required as a result of Owner's providing incomplete or incorrect project information.
5. Providing renderings or models for Owner's use.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
7. Furnishing services of Engineer's Consultants for other than Basic Services.
8. Services attributable to more prime construction contracts than specified in the amendment.
9. Services during out-of-town travel required of Engineer other than for visits to the Specific Project Site or Owner's office.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and 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.

**A.2.02 Additional Services Not Requiring Owner's Authorization in Advance.**

- A. Engineer shall perform or furnish, without requesting or receiving specific advance authorization from Owner, the Additional Services of the types listed below. Engineer shall advise Owner in writing within seven days after beginning any such Additional Services. If Owner does not want Engineer to continue to perform or furnish the services, Owner shall notify Engineer in writing to cease, and Engineer shall comply.
  1. Additional or extended services during construction made necessary by (a) emergencies or acts of God endangering the Work; (b) the presence at the site of any Constituent of Concern; (c) Work damaged by fire or other cause during construction; or (d) acceleration of the progress schedule involving services beyond normal working hours.

**Part 3 – Schedule of Duties, Responsibilities, and Limitations of authority of Resident Project Representative**

The following duties, responsibilities, and limitations of authority may be incorporated in the Amendment for a Specific Project:



**D1.01 Resident Project Representative**

- A. Engineer shall furnish a part-time Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR's services shall be provided full-time (8 hours/day) five days per week, over the anticipated twelve (12) month active construction period, with a total estimated budget of 2080 hours.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, 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 Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A.1.01 as incorporated in the agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
  - 1. **General.** RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
    - a. RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary.
    - b. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
    - c. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
  - 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.
9. **Inspections, Tests, and System Start-ups.**
  - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.
10. **Records.**
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders,



Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

**11. Reports.**

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

- 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.

**PROJECT COSTS**

OWNER shall pay ENGINEER in accordance with the following table.

Task	Fee Type	Fee
Construction Administration	Lump Sum	\$379,000
GIS Updates	Lump Sum	\$15,600
Resident Project Representative <sup>(1)</sup>	Hourly (not-to-exceed)	\$329,000
<b>Total</b>		<b>\$723,600</b>

(1) Engineer shall perform all services as defined in Paragraph A1.01.A.2 (RPR) and Part 3 on an hourly (not-to-exceed) basis. The estimated effort is provided in Part 3, Paragraph D.1.01.A and will be billed at GHD's discounted standard rates plus reimbursable expenses.

If active construction period is not completed in twelve (12) months or the resident project representative has used the allotted hours (2,080), OWNER shall pay Engineer a monthly fee for above Basic Services in accordance with the following table.

<b>Task</b>	<b>Fee Type</b>	<b>Fee</b>
Construction Administration	Lump Sum	\$18,800
Resident Project Representative <sup>(1)</sup>	Hourly (not-to-exceed)	\$26,650
<b>Total</b>		<b>\$45,450</b>

- (1) Engineer shall perform all services as defined in Paragraph A1.01.A.2 (RPR) and Part 3 on an hourly (not-to-exceed) basis. The estimated effort per month (168 hours) will be billed at GHD's discounted standard rates plus reimbursable expenses.