

# 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/Village Engineer



August 4, 2023

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

V-E-5

**Re: New Recreation Center  
Geotechnical Monitoring Services**

Dear Mayor Dionisio and Members of the Village Board:

Village Board authorization is requested to hire Tectonic for geotechnical monitoring services for the New Recreation Center, at a cost not to exceed \$20,000.00.

The scope of services is detailed in the attached proposal.

Funding for this contract is available in the Capital Account # 17RE15, New Recreation Facility.

Further, authorization is requested for the Purchasing Department to issue a Purchase Order payable to Tectonic at an amount not to exceed \$20,000.00.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael J. Amodeo".

Michael J. Amodeo, PE, CFM  
Town/Village Engineer

MJA/mep

Attachments



The Town of Harrison  
1 Heineman Place  
Harrison, NY 10528

Attn: Mr. Michael Amodeo  
via e-mail (Mamodeo@Harrison-NY.gov)

August 1, 2023

**RE: 23-0840 270 HARRISON AVENUE  
GEOTECHNICAL MONITORING SERVICES  
270 HARRISON AVENUE  
HARRISON, NEW YORK 10528**

Dear Mr. Amodeo;

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C (Tectonic) is pleased to submit this proposal to provide geotechnical monitoring services for the above-referenced project. The proposed scope of services includes the performance of pre-construction & post construction condition reports, vibration monitoring, crack monitoring, and associated data reporting.

The following sections are based on our review of the project plans and specifications and describe our proposed scope of services, limitations of service, and provide a detailed fee estimate.

## **1.0 SCOPE OF SERVICES**

The following services shall be performed for The Town of Harrison, herein referred to as Client:

### **1.1 Pre & Post Construction Conditions Surveys**

Mobilize two engineers working under the direct supervision of a Professional Engineer licensed in the State of New York to evaluate and document the interior and exterior pre & post construction conditions of the following properties listed below:

- 11 Orchard Street
- 15 Orchard Street
- 21 Orchard Street

Photographic documentation will be provided with a high-resolution digital camera. In addition to the photographs, an overall plan will be generated onsite, showing the locations of existing distress features, if encountered.

#### **Newburgh Office**

1279 Route 300 | Newburgh, NY 12550  
845.567.6656 Tel | 845.567.8703 Fax

tectonicengineering.com  
Equal Opportunity Employer

Services will also include preparation of a report for the buildings and structures, describing observed conditions, including representative photographs of documented distress, if found, and recommendations for any preventative measures and/or further monitoring, as appropriate.

## **1.2 Vibration Monitoring**

Install and monitor up to three (3) seismographs, equipped with a geophone placed at locations adjacent to the construction zone. The units will be configured such that any construction phase vibration recorded in exceedance of the project threshold limit will trigger an automatic notification to the project team via email with the use of wireless data transfer modules. Seismographs will be installed, and baseline readings will be taken one week prior to demolition and construction activities. The seismographs will be configured in 15-minute histogram/combo mode and shall be read throughout the construction activities.

## **1.3 Crack Monitoring**

Install and monitor up to twenty (20) Avongard crack gauges at select locations identified during the pre-construction survey. The crack gauges will be monitored on a weekly basis, unless movement is observed, at which time the frequency may be increased depending on the results.

## **1.4 Data Reporting**

Prepare weekly data reports summarizing the previous weeks monitoring data. The reports will include the following: Instrumentation location plan, tabular vibration, and graphical monitoring data; and any comments or concerns.

## **2.0 LIMITATIONS OF SERVICE**

The limitations of service shall be in accordance with the attached General Terms and Conditions of Agreement and the following:

- 2.1 We assume that the work will be performed during normal working hours of about 7:00 am to 5:00 pm, Monday through Friday. Rates will be adjusted for overtime, weekends, and holidays.
- 2.2 Client is responsible for the safe keeping of the monitoring system. Client shall compensate Tectonic for any damages or loss of the monitoring equipment.
- 2.3 Scope of services and fees are based on the site being readily accessible to necessary personnel, vehicles, and equipment.
- 2.4 Client is responsible for providing access to the adjacent properties for the pre-construction surveys. No furniture or objects will be moved during the inspection for line-of-sight. We have assumed one (1) site visit for the inspection.

### 3.0 FEES AND PAYMENTS

The fees associated with the scope of services as identified in Sections 1.1 through 1.4 of this proposal are provided below.

ITEM	NOTES/COMMENTS	ESTIMATED QUANTITY	PRICE
1.1 – Pre-Construction Conditions Survey	Lump Sum	1	\$4,000.00
1.1 – Post-Construction Conditions Survey	Lump Sum	1	\$4,000.00
1.2 – Remote Vibration Installation 3-Units	Lump Sum	1	\$2,000.00
1.2 – Remote Vibration Equipment Rental 3-Units	Includes remote notification. Price per month (3-Units)	Unknown	\$2,000.00 (Month)
1.3 – Crack Monitoring	Price per occurrence	Unknown	\$375.00 (Week)
1.4 - Data Reporting	Per Report/week	Unknown	\$250.00 (Report)

Any work performed outside of scope of work defined by this proposal will be billed in accordance with current Tectonic hourly rates.

POSITION	CURRENT HOURLY RATE
Principal	\$205.00
Project Manager	\$145.00
Project Engineer	\$120.00
Field Engineer/Technician	\$90.00
Administrative	\$45.00

Fees shall be invoiced monthly, with payment due in 30 days. Payment is required within 60 days in order for Tectonic to continue providing services. Please have an authorized representative sign the attached Work Authorization and Proposal Acceptance Form indicating the acceptance of this agreement and the attached General Terms and Conditions of Agreement.



We look forward to assisting on this project. Should you require additional information, please do not hesitate to call the undersigned.

Sincerely,

**TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.**

A handwritten signature in black ink, appearing to read "B. Figurski", is written over the company name.

Bryan Figurski  
Manager of Construction Monitoring

Attachments:            General Terms and Conditions of Agreement (4 Pages)  
                                 Work Authorization and Proposal Acceptance Form (1 Page)

## TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Tectonic Engineering & Surveying Consultants P.C. (TECTONIC) by CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT and TECTONIC.

### 1.0 GENERAL

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. By accepting this proposal the CLIENT certifies that funding has been secured and that adequate funding will remain available to pay all of TECTONIC's invoices within 30 days of date of invoice.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change TECTONIC's scope of services or increase fees must also be provided in writing as a hard copy.
5. All tracings, specifications, computations, survey notes, electronic files and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from any reuse of the above without the prior written consent of TECTONIC.
6. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
7. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.
8. It is understood that the scope of work defined in this Agreement is based on the information provided by the CLIENT. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.
9. Unless otherwise agreed in writing, the CLIENT will furnish TECTONIC with right-of-way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. If the CLIENT desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.
10. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.

11. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use.
12. CLIENT agrees to allow Tectonic to utilize its name as a Client, a general description of the project, and a description of the services performed for reference purposes. CLIENT further agrees to allow TECTONIC to photograph the project and to use those photographs for promotional purposes such as advertising, marketing materials, and/or website.
13. The laws of New York State shall govern the validity and interpretation of this Agreement without reference to principles of conflict of laws or choice of laws. The parties agree that the venue and jurisdiction for any disputes arising hereunder shall be in the courts of the County of Orange, State of New York State, where The Company's principal place of business is located, or the United States District Court for the Southern District of New York, located in White Plains, New York. If any part of the Agreement be found invalid, it will not invalidate the remainder of the Agreement.

## **2.0 INVOICING AND PAYMENT**

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, TECTONIC shall be entitled to full reimbursement of all such costs associated with collection of balances past due, including reasonable attorney's fees and court costs, as part of this Agreement.
3. Invoice payments must be kept current for the work to continue. CLIENT'S failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by TECTONIC. If the CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT and without thereby incurring any direct or consequential liability to CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop work on the Scope of Services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for work performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.
5. Invoicing for out-of-pocket expenses including copying, travel, telephone and overnight mailing shall be billed at cost.

## **3.0 WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY**

1. TECTONIC agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, the CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this project unless said loss was caused solely by TECTONIC's own negligence.
3. For any such damage on account of any error, omission or other professional negligence, TECTONIC's total liability shall be limited to the available proceeds of TECTONIC's general and professional liability insurance coverage.
4. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of TECTONIC, including delinquent payment by CLIENT.

5. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g. zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved.
6. TECTONIC makes no warranty, either express or implied, as to its findings, recommendations, opinions, or professional advice except that its services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance and in the same locality.
7. TECTONIC employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Professional Land Surveyors, Licensed Site Remediation Professionals, Environmental Professionals, and Certified Industrial Hygienists collectively referred to in this section as "TECTONIC Professionals") whose duties may include the rendering of independent professional opinions. CLIENT acknowledges that a federal, state or local agency or other third party may audit or review the services of TECTONIC or other contractor/consultant(s), which audit/review may require additional services, even though TECTONIC and such TECTONIC Professionals have each performed such services in accordance with the standard of care set forth herein. Client agrees that any supplemental requirements imposed on Client constitute additional work and Client agrees to compensate TECTONIC for all services performed in response to such an action and its requirements, at the rates set forth in the applicable Proposal, amendment or change order.
8. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as, guarantee that proposals, bid or actual construction cost will not vary from Tectonic's opinions or estimates of probable construction costs. Any cost related to re-design of the project subsequent to bidding to lower the project cost will be considered additional services for which TECTONIC will be entitled to additional compensation.

#### **4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS**

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or miss-located utilities.
2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known or suspected hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that the CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by the CLIENT in writing at the time the location diagram is supplied.
4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless the CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

#### **5.0 CONSTRUCTION SUPPORT SERVICES**

1. It should be understood that the presence of TECTONIC's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations.
2. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of



construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TECTONIC and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions, programs or enforcements. The CLIENT agrees that the Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the Contractor. The CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be made an additional insured under the Contractor's general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.

3. Before any hazardous or contaminated materials are removed from the site, CLIENT will sign manifests naming CLIENT as the generator of the waste (or, if CLIENT is not the generator, CLIENT will arrange for the generator to sign). CLIENT will select the treatment or disposal facility to which any waste is taken. TECTONIC will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. TECTONIC will not have responsibility for or control of the site or of operations or activities at the site other than its own. TECTONIC will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. CLIENT agrees to defend, indemnify and hold TECTONIC harmless for any costs or liability incurred by TECTONIC in defense of or in payment for any legal actions in which it is alleged that TECTONIC is the owner, generator, transporter, treater, storer or disposer of hazardous waste.
4. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by the Contractor in accordance with paragraph 2 of Section 5.0, the CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
5. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
6. The CLIENT agrees to supply TECTONIC with specifications, plans and other necessary materials for the project pertinent to providing its services.

OFF112-3/20/18

## WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM

Proposal No: 23-0840

Date: 8/1/2023

Retainer Amount Required: \$0.00

Project Name & Location: 270 Harrison Avenue

Proposed Services: Geotechnical Monitoring Services

### Proposal Acceptance

Acceptance(Signature):

Date:

Printed Name:

Title:

Company or Organization Name:

Client Contact Information(All of the following information about the person responsible for the identified tasks must be provided prior to starting work )

Scheduling Work and Receipt of Deliverables	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Original)	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Copies)	Name:	Phone:	Email:
	Address:		
Issuing Payments of Invoices	Name:	Phone:	Email:
	Address:		