



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: November 4, 2015

Sponsored by Council Members: Motsavage, Papastrat, Mihalko, Berg, Matzo

Introduced by Committee: Finance

RESOLUTION

entitled

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH GHD
TO AMEND WORK ORDER NO. 7 FOR THE BAF
RESTORATION AND REHABILITATION AT
THE JOINT SEWAGE TREATMENT FACILITY**

WHEREAS, the City of Binghamton (the "City") is a joint owner of the Binghamton-Johnson City Joint Sewage Treatment Facilities (the "JSTF") with the Village of Johnson City (the "Village"); and

WHEREAS, the Council of the City of Binghamton adopted Permanent Resolution 15-31 on April 8, 2015, entitled, "A Resolution Authorizing Work Order 7 with GHD for BAF Restoration and Rehabilitation at the Binghamton-Johnson City Joint Sewage Treatment Plant (BJCJSTP)"; and

WHEREAS, the Commissioner of Public Works has recommended that the City enter into an agreement with GHD to amend Work Order No. 7 for additional construction phase design services for the restoration and rehabilitation of the BAF at the JSTF at a cost not to exceed \$1,707,000.00, as described in the attached proposal; and

WHEREAS, funds are available from budget line HX8150.500200.J11NN (\$1,280,250.00) and budget line HX8150.500200.J11FF (\$426,750.00).

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with GHD to amend Work Order No. 7 for additional construction phase design services for the restoration and rehabilitation of the BAF at the JSTF at a cost not to exceed \$1,707,000.00, as described in the attached proposal; and be it further

RESOLVED that such funds shall be deducted from budget line HX8150.500200.J11NN (\$1,280,250.00) and budget line HX8150.500200.J11FF (\$426,750.00); and be it further

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RESOLVED that this Resolution shall be effective upon approval of the Board of Trustees of the Village of Johnson City.

I HEREBY CERTIFY that the above described funds are unencumbered and available.



Chuck Shager, JSTF Fiscal Officer and Comptroller

Introductory No. R15-107

Permanent No. R15-106

Sponsored by City Council Members:
Motsavage, Papastrat, Mihalko, Berg, Matzo

A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH GHD TO
AMEND WORK ORDER NO. 7 FOR THE BAF
RESTORATION AND REHABILITATION AT THE
JOINT SEWAGE TREATMENT FACILITY

The within Resolution was adopted by the Council of
the City of Binghamton.

11/4/15
Date

[Signature] (Deputy)
City Clerk

11/5/15
Date Presented to Mayor

11/5/15
Date Approved
[Signature]
Mayor

	Ayes	Nays	Abstain	Absent
Motsavage	✓			
Mihalko	✓			
Rennia		✓		
Webb		✓		
Papastrat	✓			
Matzo	✓			
Berg	✓			
Total	5	2	0	0

Code of the City of Binghamton

Adopted Defeated

5 Ayes 2 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 11/4/15. Approved by the
Mayor on 11/5/15.

[Signature] (Deputy)



Work Order-07 Amendment 1

Plant Restoration and Rehabilitation Construction Phase Services

I. DESCRIPTION

The purpose of this Work Order (Work Order-07 Amendment 1) is to provide ADDITIONAL construction phase services for the restoration and rehabilitation of the Binghamton Johnson City Joint Sewage Treatment Plant. The goal of the restoration and rehabilitation is to provide a BAF treatment system with adequate treatment capacity to accommodate the original design flows and loads established for the original BAF upgrade in the 2000s. This work includes, but is not limited to, review of contractor's submittals, full-time engineer representation, and judgment of acceptability of the Work.

The following Scope of Services is adapted from the Engineers Joint Construction Documents Council (EJCDC), Document No. E-500, "Agreement between Owner and Engineer for Professional Services, Exhibit A".

The original Scope of Services for Work Order was based upon the following:

1. On-Site Construction Duration of 33-months.
2. Five (5) Bid Packages with multiple prime contracts each.

Work Order -07 Amendment 1 is based on:

1. Increase from 33 months to 45 months (one more year of construction)
2. Five (5) Bid Packages with multiple prime contracts each.
3. An increase in construction value of 25 percent requiring an increase in site visits and submittal review and scope of O&M manuals.
4. Produce Conformed Set for BAF Restoration and Rehabilitation Construction Bid Package for convenience of construction management.
5. Maintenance of construction video by vendor

II. SCOPE OF SERVICES

A1. Bidding Phase

- (1) Prepare one (1) set of Construction Contract (bidding) Documents for submission to the City of Binghamton for distribution by the City to prospective bidders. Documents will also be submitted in a Portable Document Format (PDF) for advertisement and reproduction purposes.
- (2) During the bidding period, attend one pre-bid meeting and answer planholder's questions and issue addenda to planholders as appropriate to clarify, correct, or change bidding documents.
- (3) Attend the Bid opening.
- (4) Consult with Construction Administrator in regards to bid results.
- (5) Assist Construction Administrator with Canvass of Bids.

A2. Construction Phase (Professional Support Services)

- (1) Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site as lead by Construction Administrator.
- (2) Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract



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Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

- (3) Produce Conformed Set for BAF Restoration and Rehabilitation Construction Bid Package for convenience of construction management.
- (4) Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - (a) Provide one (1) full-time representative of the Engineer, whose main function is to interpret the intent of the design as set forth in the Construction Contract Documents and liaison between the Engineer and the Construction Administrator with respect to Construction Contract Document interpretation.
 - (b) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed 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 or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction 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 observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - (c) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, 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 Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, 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 or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- (5) Defective Work: In consultation with the Construction Administrator, recommend the rejection of Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents.



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Plant Restoration and Rehabilitation Construction Phase Services

Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

- (6) **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- (7) **Clarifications and Interpretations:** Accept from Contractor and Owner, via the Construction Administrator, submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- (8) **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Construction Administrator that Engineer will not provide a decision or interpretation.
- (9) **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may approve Field Orders, prepared by the Construction Administrator, requiring minor changes in the Work.
- (10) **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.
- (11) **Shop Drawings, Samples, and Other Submittals:** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction 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 shall meet any Contractor's submittal schedule that Engineer has accepted.
- (12) **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 D.3 of this Scope of Services.
- (13) **Change Proposals and Claims:** (a) Review and respond to Change Proposals. Provide the Owner and Construction Administrator a technical and contractual review of each duly submitted Change Proposal from Contractor and, within 14 calendar days after receipt of the Contractor's supporting data, provide the Owner and Construction Administrator the Engineer's recommendation of the acceptability of the Change. Such actions shall be in writing. If the Change Proposal does not involve the design (as set forth in the Drawings,



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Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not make a recommendation concerning the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

- (14) **Substantial Completion:** Promptly after notice from Construction Administrator that Contractor considers the entire Work ready for its intended use, in company with Owner, Construction Administrator and Contractor, visit the Site to review the Work and determine the status of completion.
- (15) **Final Notice of Acceptability of the Work:** Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- (16) **Standards for Certain Construction-Phase Decisions:** Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- (17) **Duration of Construction Phase:** The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A3. Post-Construction Phase

- (1) Together with Owner and Construction Administrator, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Construction Administrator concerning correction of any such defective Work and any needed repairs.
- (2) Together with Owner and Construction Administrator, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- (3) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Agreement, will terminate twelve months after the commencement of the Construction Contract's correction period.
- (4) Prepare an operations & maintenance manual for the new facilities at the Binghamton Johnson City Joint Sewage Treatment Plant. The manual will be subdivided by major process equipment. At a minimum the manual will include:



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- (a) Flow schematics.
 - (b) "Nameplate" design data including number of units, capacity, motor horsepower, manufacturer/model, etc.
 - (c) Operation and control descriptions (functional description of major equipment in narrative format). Descriptions will include functionality in the manual and/or automatic modes, as applicable.
 - (d) Startup procedures.
 - (e) Routine troubleshooting.
 - (f) Alarms and remedial actions.
 - (g) Other operations/maintenance information necessary for individual equipment items necessary for WPCP operators.
 - (h) Provide this information, electronically, to the Construction Administrator to compile and produce the hard copy and electronic copy of the operations & maintenance manual.
- (5) Prepare Record Drawings, and furnish such Record Drawings to Construction Administrator.
 - (6) Assist the Owner during the one-year warranty period following issuance of substantial completion to the Contractor. These services may include but are not limited to:
 - (a) Coordinating with the Construction Administrator and Contractor and/or equipment suppliers for any operational or maintenance issues that arise during the one-year warranty period. Coordinate with the Construction Administrator to ensure proper remedial action is provided by the Contractor.

A4. Contingency for Project

- (1) A contingency fund shall be created to pay for the continuation of engineering services during delays of any kind to the project schedule. This contingency fund will be administered by the Owner. The contingency fund shall be sufficient to cover engineering services for three months.

A5. Additional Services Requiring Owner's Written Authorization

- (1) If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.
- (2) Contractor Claims – When a Contractor disagrees the Owner's final determination on disputed work or proposed contract modifications; the following services may be requested of the Engineer by the Owner as Additional Services, all in coordination with the Construction Administrator:
 - (a) Claims Analysis: The Engineer shall analyze the Contractor's claims for extension of time and cost impact, using the schedule reports and provide recommendations to the Construction Administrator.



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- (b) Evaluate Claim Cost: The Engineer will review and provide comment on Construction Administrator's alternate estimates based on varying scenarios of the claim cause.
 - (c) Legal Advice: The Engineer shall work with the Owner's attorney in a joint defense with the Owner and Construction Administrator in the analysis of contract determinations, negotiation strategies, communications and resolution.
 - (d) Contractor Claims Negotiations: The Engineer will make a recommendation to the Construction Administrator concerning settlement or other appropriate action.
- (3) Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the 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 the Project.
- (4) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
- (5) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's 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 Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
- (6) Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in this Scope of Services.
- (7) Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
- (8) Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
- (9) Undertaking investigations and studies including, but not limited to:
- (a) detailed consideration of operations, maintenance, and overhead expenses;
 - (b) the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - (c) preparation of appraisals;
 - (d) evaluating processes available for licensing, and assisting Owner in obtaining process licensing;



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- (e) detailed quantity surveys of materials, equipment, and labor; and
 - (f) audits or inventories required in connection with construction performed or furnished by Owner.
- (10) Furnishing services of Consultants for other than Basic Services.
- (11) Providing the following services:
- (a) Services attributable to more prime construction contracts than specified.
 - (b) Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- (12) Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required elsewhere in this Scope of Services.
- (13) 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- (14) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- (15) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (16) Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- (17) Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- (18) Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- (19) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- (20) Preparation of operation, maintenance, and staffing manuals.
- (21) Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).



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- (22) Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- (23) Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- (24) Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
- (25) Overtime work requiring higher than regular rates.
- (26) Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A.8 of this Scope of Services; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- (27) Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- (28) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- (29) Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A6. Additional Services Not Requiring Owner's Written Authorization

- (1) Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
- (2) Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
- (3) Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
- (4) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (5) Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the



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progress schedule involving services beyond normal working hours, or (f) default by Contractor.

- (6) Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
- (7) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
- (8) Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- (9) While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

III. DELIVERABLES

- (1) Conformed Set drawings
- (2) Record drawings
- (3) Electronic operations and maintenance manual
- (4) Report that indicates that the work was completed substantially in accordance with Construction Contract Documents and/or identification of deficiencies.
- (5) Storage of construction video (camera installations by Construction Administrator)

IV. KEY PERSONNEL

Representative of Owner	Engineering Team
Gary Holmes	Michael Tamblin
Cathy Young	Howard LaFever
	Bruce Munn
	John LaGorga
	John Revette
	Dan Lalande
	Lauren Scarlan

V. SCHEDULE

Task	Completion Date
Bid Phase	11/20/2015
Substantial Completion	3/30/2019
Final Completion	5/30/2019



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VI. COMPENSATION

- A. The Owner will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges). The compensation for the Scope of Services outlined in Section II is estimated to be \$1,707,000 as indicated in the Fee Schedule in Table 1.
- B. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- C. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

VII. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order-07 Amendment 1 under the Terms and Conditions of the Agreement dated September 30, 2014 between GHD Consulting Services Inc. and the City of Binghamton.

VIII. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS

GHD Consulting Services Inc. will comply with the applicable provisions of "Required Terms for Project Contracts and Subcontracts" as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers, as prepared by the New York State Environmental Facilities Corporation. Refer to Attachment B.

This Work Order is duly executed between Consultant and Client by signature or City Resolution (Attachment C). Upon execution of this Work Order, Consultant is authorized to proceed with the work.

CONSULTANT:

CLIENT:

GHD CONSULTING SERVICES INC.

CITY OF BINGHAMTON

By: _____
Michael E. Tamblin, P.E.

By: _____

Title: _____
Principal

Title: _____

Date: _____

Date: _____



WORK ORDER NO. - 7 Amendment 1
 EJC/S/TP Restoration and Rehabilitation
 Construction Phase Services

October 1, 2015

**Work Order-07
 Amendment 1**
 Plant Restoration and Rehabilitation Construction Phase Services

Fee Estimate

TABLE 1

Description	Project Management	Meetings with Contractor and CA	Engineer Site Visits	Field/Change Orders	Shop Drawing Review and RFI Response	Field Engineer	Completion Coordination and O&M Manuals	Weekly Period Issues	Confirmed Set	Construction Video Maintenance	Total Hrs	Billing Rate	Total Cost	Subtotals
GHD Consulting Services -														
Project Director	30	40		10				8	24		162	\$220.00	\$35,640.00	
Senior Technical Advisor	30	40		10				8			138	\$270.00	\$37,260.00	
Technical Advisor	20	20		8				8			56	\$180.00	\$10,080.00	
Senior Project Manager	1000	500						32			168	\$170.00	\$28,560.00	
Senior Engineer					120						0	\$140.00	\$0.00	
Project Manager	2000				160			40	120		2360	\$130.00	\$306,800.00	
Project Engineer II		280	200	20	160			40			740	\$120.00	\$88,800.00	
Project Engineer I		280		20	160	2080		40			2620	\$110.00	\$288,200.00	
Engineer/Scientist II					160			40			240	\$100.00	\$24,000.00	
Engineer/Scientist I					80			8			88	\$110.00	\$9,680.00	
Architect											0	\$140.00	\$0.00	
Managing Designer					120			40	200		190	\$170.00	\$32,300.00	
Senior Designer					120			30	30		360	\$100.00	\$36,000.00	
Designer					120			40	400		590	\$95.00	\$56,050.00	
Senior Drafter											0	\$70.00	\$0.00	
Drafter											0	\$65.00	\$0.00	
Technician											0	\$60.00	\$0.00	
Construction Project Representative											0	\$80.00	\$0.00	
Field Technician											0	\$80.00	\$0.00	
Secretarial/Word Processing											0	\$70.00	\$0.00	
													\$1,184,170.00	
J.L. Richards														
Project Director	20	10		4	10				60		104	\$190.00	\$19,760.00	
Technical Advisor	20	10		4	10						44	\$185.00	\$8,140.00	
Senior Project Manager	5	5		2	5			10			37	\$185.00	\$6,845.00	
Senior Engineer		20			25	900		10	100		1015	\$160.00	\$162,400.00	
Project Manager								10	100		120	\$140.00	\$16,800.00	
Project Engineer		60	50	5	70			10	200		405	\$120.00	\$48,600.00	
Engineer/Scientist		60			70			10	200		350	\$70.00	\$24,500.00	
													\$287,045.00	
Subtotal Labor														\$
Direct Expenses														1,471,155.00
Travel	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$112,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152,000.00		
Reproduction/Printing	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00		
Office Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
													\$235,000.00	
Subtotal Disbursements	\$0.00	\$0.00	\$40,000.00	\$1,000.00	\$1,000.00	\$112,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152,000.00		
PROJECT TOTAL	\$484,425.00	\$189,475.00	\$70,000.00	\$13,810.00	\$159,975.00	\$484,900.00	\$38,440.00	\$46,950.00	\$138,280.00	\$90,000.00			\$1,707,000.00	
													\$1,708,155.00	
ESTIMATED COMPENSATION													\$1,707,000.00	



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Plant Restoration and Rehabilitation Construction Phase Services

ATTACHMENT A RATE SCHEDULE

1.1 GHD CONSULTING SERVICES HOURLY RATES

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Director	\$220.00
Senior Technical Advisor	\$210.00
Technical Advisor	\$180.00
Senior Project Manager	\$170.00
Senior Engineer	\$160.00
Project Manager	\$140.00
Project Engineer II	\$130.00
Project Engineer I	\$120.00
Engineer or Scientist II	\$110.00
Engineer or Scientist I	\$100.00
Architect	\$110.00
Managing Designer	\$140.00
Senior Designer	\$110.00
Designer	\$100.00
Senior Drafter	\$85.00
Drafter	\$70.00
Technician	\$65.00
Construction Engineer Representative	\$110.00
Construction Project Representative	\$90.00
Secretarial/Word Processing	\$70.00

1.2 JL RICHARDS HOURLY RATES

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Director	\$190.00
Technical Advisor	\$185.00
Senior Project Manager	\$185.00
Senior Engineer	\$160.00
Project Manager	\$140.00
Project Engineer	\$120.00
Designer-Drafter	\$110.00
Secretarial/Word Processing	\$70.00



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1.3 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.3.1 Actual receipted cost of accommodations (not to exceed \$120 US per night)
- 1.3.2 A per diem for meals and expenses: \$46 US (overnight) or \$28 (full day) or \$16 (partial day).
- 1.3.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence;
- 1.3.4 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project;
- 1.3.5 The actual cost of outside services and subcontractors;
- 1.3.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project;
- 1.3.7 The actual cost of permits and fees required for the project and paid by CONSULTANT;
- 1.3.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits;
- 1.3.9 The actual cost of premiums paid on overtime worked.



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Plant Restoration and Rehabilitation Construction Phase Services

ATTACHMENT B

**Required Terms for Project Contracts and Subcontracts as defined in the NY State Revolving
Fund Bid Packet for Non-construction Contracts and Service Providers**