

ULSTER COUNTY RESOURCE RECOVERY AGENCY

RESOLUTION NO. 2466

RE: Authorizing and Approving Engineering Services to Prepare and Submit Part 360 Permit Renewal Applications for the Ulster County Resource Recovery Agency

WHEREAS, the Ulster County Resource Recovery Agency (the "Agency") is engaged in Solid Waste Management and Recycling in Ulster County, and

WHEREAS, the Agency is required to renew permits for the New Paltz and Town of Ulster Transfer Stations in accordance with the applicable sections of Part 360 and Part 361 of the Department of Environmental Conservation Regulations and said renewals must be filed in January and February of 2019, and

WHEREAS, the Agency's Board has reviewed the proposal for the submission of Part 360 Permit Renewal Applications by the engineering firm of Barton & Loguidice of 443 Electronics Parkway, Liverpool, New York 13088 and finds it to be in the Agency's best interest to approve;

NOW, THEREFORE, BE IT

RESOLVED, that the Ulster County Resource Recovery Agency does hereby approves the permit renewal proposal submitted by Barton & Loguidice as attached hereto as Exhibit "A", and be it,

FURTHER RESOLVED, that the Executive Director is hereby authorized to take all steps necessary to implement same, and be it,

FURTHER RESOLVED, that this Resolution shall take effect immediately.

Moved by: _____ Seconded by: _____

Vote: Ayes _____ Nays _____ Absent _____

Date: December 26, 2018

Financial Impact: \$ 10,900.00



December 14, 2018

Mr. Timothy Rose
Executive Director
UCRRA
1266 Ulster Avenue
Kingston, New York 12401

Re: Proposal for Engineering Services
Part 360 Permit Renewal
Ulster and New Paltz Transfer Station

File: 701.1710

Dear Mr. Rose:

Barton & Loguidice, D.P.C. (B&L), is pleased to submit this proposal for engineering services to prepare and submit Part 360 Permit Renewal Applications for the Ulster County Resource Recovery Agency's (UCRRA) currently permitted New Paltz and Ulster transfer stations in accordance with the applicable sections of Part 360 and Part 361 of the regulations.

It is our understanding that UCRRA intends to submit the renewal applications a minimum of 180 days prior to their respective permit expiration dates. In addition, we understand that UCRRA does not intend to modify the operating conditions of either transfer station as part of these renewal applications. Our scope of services is provided below.

Scope of Services

B&L will prepare the permit renewal application forms for the transfer stations and incorporate the current Operating and Maintenance Manuals and Contingency Plans into newly prepared Facility Manuals as required by the applicable sections of the current Part 360 Series Regulations. The final Facility Manuals will be stamped by a Professional Engineer licensed in New York State. The Operations and Maintenance Manual and Contingency Plans were recently updated by Sterling Environmental Engineering, P.C. for the New Paltz (April 4, 2017) and Ulster (May 31, 2017) facilities and it is our understanding that the transfer stations will continue to operate as described by those plans.

Based on our review of the existing permits, the permit renewal applications will need to be filed by the following dates:

New Paltz Transfer Station – Expiration July 29, 2019 – Renewal Filed January 30, 2019

Ulster Transfer Station – Expiration August 17, 2019 – Renewal Filed February 18, 2019



Assumptions/Clarifications

- Our scope of services includes one on-site meeting at each facility (to occur on the same date);
- The current Operations and Maintenance Manuals and Contingency Plans will be available electronically for inclusion into the Facility Manual;
- The scope of services includes the initial submittal to DEC and responses to one round of comments;
- The scope of services does not include design of any building modifications or improvements, bidding, or construction services; and,
- As there is no change in the footprint of the facility, it has been assumed that no traffic, wetlands, noise studies, threatened or endangered species, or SHPO coordination work will be required for the project.

Fee for Services

We propose to provide the services indicated above on a time and expense basis in accordance with our attached Schedule A rates for a fee not to exceed \$10,900. We will prepare and submit invoices on a monthly basis for the work completed in the previous month.

We look forward to working with you on this project. Should you have any questions or desire additional information, please do not hesitate to contact us.

Sincerely,

BARTON & LOGUIDICE, D.P.C

A handwritten signature in black ink, appearing to read 'P. Czerwinski', written over a horizontal line.

Paul R. Czerwinski, P.E.
Executive Vice President

A handwritten signature in black ink, appearing to read 'D. Gentilcore', written over a horizontal line.

Donald R. Gentilcore
Sr. Project Manager

DRG/jms
Attachment

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by UCRRA ("Owner") to proceed with the task described above in accordance with the attached Terms and conditions. The UCRRA Executive Director is authorized to sign this agreement on behalf of the Owner.

Timothy Rose, Executive Director
UCRRA

Date

Barton & Loguidice, D.P.C.
Billing Rates For Calendar Year 2018
Schedule A



Expert testimony.....\$2010/day
Travel - by common carrier.....at cost
Travel - by passenger vehicles* IRS published rate for current year
Subsistence (when overnight away from home office)at cost
Telephone, outside printing, postage, etc.at cost
In-house printing Billing rate schedule for printed material
ACAD/geotechnical graphics** \$13.70/hr.
Geographic information systems** \$10.50/hr.
Sampling - equip. Rental Expendables billing rate schedule for sampling services
Outside contracted services Cost plus 10%

INDIVIDUAL PRINCIPALS AND TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

TITLE/NAME	RATE
Asset Management Consultant	\$ 122
Asset Management Engineer I	\$ 122
Asset Management Engineer II	\$ 125
Assistant Landscape Architect II	\$ 101
Associate	\$ 194
CAD Technician	\$ 92
Construction Manager	\$ 169
Designer	\$ 102
Engineer I	\$ 116
Engineer II	\$ 119
Engineer III	\$ 131
Engineering Aide	\$ 91
Engineering Designer I	\$ 138
Engineering Technician	\$ 118
Environmental Scientist II	\$ 96
Environmental Scientist III	\$ 111
Field Technician	\$ 88
Group Technical Assistant	\$ 68
Hydrogeologist II	\$ 101
Industrial Hygienist I	\$ 91
Industrial Hygienist III	\$ 106
Inspector	\$ 88
Intern - Technical	\$ 58
Intern Architect II	\$ 112
Land Use Planner I	\$ 91
Managing Engineer	\$ 173
Managing Environmental Scientist	\$ 165
Managing Hydrogeologist	\$ 179
Managing Industrial Hygienist	\$ 146
Managing Landscape Architect	\$ 168
Office Engineer	\$ 116
Principal	\$ 270
Principal Engineering Technician	\$ 137
Project Administrator	\$ 94
Project Engineer	\$ 143

TITLE/NAME	RATE
Project Environmental Scientist	\$ 126
Project Land Use Planner	\$ 124
Project Landscape Architect	\$ 128
Project Manager	\$ 175
Resident Engineer	\$ 118
Senior Architect	\$ 141
Senior Asset Management Consultant	\$ 179
Senior Consultant	\$ 175
Senior Engineer	\$ 142
Senior Environmental Consultant	\$ 202
Senior Group Technical Assistant	\$ 76
Senior Inspector	\$ 102
Senior Land Use Planner	\$ 161
Senior Managing Architect	\$ 182
Senior Managing Engineer	\$ 182
Senior Managing Environmental Scientist	\$ 192
Senior Managing Hydrogeologist	\$ 185
Senior Managing Landscape Architect	\$ 169
Senior Managing Land Use Planner	\$ 169
Senior Project Engineer	\$ 156
Senior Project Environmental Scientist	\$ 142
Senior Project Hydrogeologist	\$ 151
Senior Project Landscape Architect	\$ 142
Senior Project Manager	\$ 182
Senior Projects Engineer	\$ 154
Senior Vice President	\$ 244
Senior Water Quality Scientist	\$ 148
Support Group	\$ 64
UAS Operator	\$ 87
Vice President	\$ 214

*Approved IRS mileage rate in effect at time of billing ** Does not include operator

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. 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 between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supercedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.