

# ULSTER COUNTY RESOURCE RECOVERY AGENCY

## RESOLUTION NO. 2650

**RE: Authorizing Agency to Accept Greenman-Pedersen, Inc's Proposal and Authorizing Agreement for Engineering Services for HVAC equipment replacement**

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

**WHEREAS**, the Agency needs to replace its outdated HVAC system at its administrative office building; and

**WHEREAS**, the Agency retained the services of Alfandre Architecture to obtain proposals for Engineering Services for HVAC equipment replacement at the Agency's administrative office building; and

**WHEREAS**, Greenman-Pedersen, Inc. ("GPI") provided Alfandre Architecture and the Agency with its Proposal to Provide Engineering Services for HVAC equipment replacement dated April 10, 2025; and

**WHEREAS**, Alfandre Architecture and the Agency have determined that GPI's Proposal will provide the Agency with the engineering services necessary to meet its goals for the project, at the most favorable terms (when compared with proposals provided to Alfandre Architecture at their request); and

**WHEREAS**, it is in the best interests of the Agency to accept GPI's Proposal and to enter into an agreement between GPI and the Agency for professional services, in the same form and substance as the agreement provided in GPI's Proposal; and

**NOW THEREFORE, BE IT**

**RESOLVED**, that Ulster County Resource Recovery Agency does hereby authorize and approve GPI's Proposal to Provide Engineering Services for HVAC equipment replacement, dated April 10, 2025 and attached hereto as Exhibit "A" and made a part of this Resolution; and be it,

**FURTHER RESOLVED**, that the Executive Director of the Agency is hereby authorized and empowered to execute an Agreement between GPI and the Agency for Professional Services in the same form and substance as the agreement provided in Exhibit A on behalf of the Agency; and be it,

**FURTHER RESOLVED**, that the Executive Director and Agency staff are hereby authorized to take all steps necessary to carry out the Agency's duties and obligations, as set forth in such agreement upon execution of the same; and be it,

**FURTHER RESOLVED**, that this Resolution shall take effect immediately.

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Vote: Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

Date: May 8, 2025

Financial Impact: \$19,500.00

April 10, 2025

Ulster County Resource Recovery Agency  
C/O Mr. Rick Alfandre  
Alfandre Architecture  
231 Main Street #201  
New Paltz, NY 12561

Via Email

Re: Ulster County Resource Recovery Agency (UCRRA) – HVAC Equipment Replacement

Rick:

Greenman-Pedersen, Inc. (GPI) is pleased to submit the following proposal to provide an HVAC equipment replacement for (UCRRA) located in the town of Ulster NY. Our proposal provides for basic engineering services which will include contract documents, bidding, and construction administration services.

*Scope of Work*

1. GENERAL

- a. Site visit by the Mechanical and Electrical team to gain an understanding of the building systems, their limitations and proposed systems fit and pathways.
- b. Review of existing conditions plans (as available)
- c. Meetings with facilities staff as needed to understand the history and condition of the related M and E systems in the building.
- d. Develop AutoCAD background drawings from available pdf's.

2. HEATING, VENTILATION AND AIR CONDITIONING

- a. Review of existing heating, ventilating, and air conditioning systems including air handling equipment, heating equipment and duct distribution systems.
- b. Proposed modifications, replacement, of these systems to support the new work.
- c. Proposed HVAC system would consist of all electric outdoor condensing unit, indoor air source heat pump with energy recovery ventilator to enhance good indoor air quality. Two of these systems are proposed to replace two DX cooling with propane gas heat outdoor AHU's.

3. ELECTRICAL

- a. Review of existing electrical service and power distribution for the building to determine if adequate for new HVAC equipment.
- b. Proposed modifications, replacement, or upgrades of the existing emergency power system.

4. Assisting in obtaining bids for negotiated proposals and preparing and awarding Contracts for construction.

5. Provide those services necessary for the administration of the Contract as set forth in the General Conditions of the Contract for Construction. This includes submittal reviews, site visits of sufficient number to adequately review the progress of the work and general compliance of the work with the contract documents, and upon substantial completion of the Construction, preparation of a punchlist of items requiring corrective action or completion.

### *Assumptions*

- The client will provide safe access to the building during normal business hours.
- The inspection is limited to a visual inspection. No materials or laboratory testing is required.
- Removal of existing finishes or moving of existing stored materials are not required or will be performed by the owner in advance of our site visit.
- Work is limited to the scope defined above.
- Construction cost estimates are by others.
- Electrical service is assumed to be adequate for the HVAC equipment replacement.

### *Recommendations*

- GPI recommends the County hire a Testing, Adjusting and Balancing Company to obtain existing equipment information and existing airflow reading and assemble a report documenting the existing systems and identify any deficiencies found during the visit.

### *Deliverables*

- GPI will provide the owner and architect with electronic (PDF) version of our completed construction documents.

### *Fee Schedule*

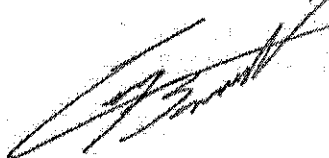
GPI can perform the above scope of work for a total lump sum fee of \$19,500.00, plus reimbursables. Reimbursables expenses to include meals, lodging and transportation costs for travel to the project site with no mark-up. Mileage will be invoiced at the standard federal rate of \$0.70/mile.

Construction Documents	\$15,000
Bid and Construction Admin	\$4,500

GPI appreciates the opportunity to present this proposal. To proceed, please sign below and return a copy of this Agreement. Work will commence upon the receipt of the signed agreement. Your signature indicates your understanding and acceptance of the enclosed Terms and Conditions. If you have any questions or need further clarification, please don't hesitate to contact GPI.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Sincerely,  
GPI/Greenman-Pedersen, Inc.



Curt Benedetto Jr, PE  
Vice President

### Client Authorization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## Professional Services Terms and Conditions

1. **Time for Acceptance:** This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. **Time for Rendering Services:** GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. **Information Provided:** Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
4. **Additional Services:** Services not expressly included in these documents are defined as additional services and will not be performed until approved and authorized in writing by the Client.
5. **Change Orders:** If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
6. **Hourly Rate Schedule (Not applicable to Lump Sum Fees):** Services provided on an hourly basis will be invoiced at GPI's prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.
7. **Payment for Services:** Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI's invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our prevailing hourly rates should a default in payment occur.
8. **Reimbursable Expenses:** Reimbursable expenses will be billed to the Client with no mark-up. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.
9. **Permits and Licenses:** Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.
10. **Standard of Practice and Care:** Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.
11. **Site Access:** Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services. The client understands that use of testing or other equipment may unavoidably cause some damage, GPI will take precautions to minimize damage due to these activities but shall not be held responsible for the restoration of any resulting damage.
12. **Limitation of Liability:** NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.
13. **Interpretation of Building Codes:** GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 4 in this document.

- 14. Field Observation Services:** Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.
- 15. Existing Systems:** The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
- 16. Hidden Conditions and Hazardous Materials:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If GPI has reason to believe that such a condition may exist, GPI shall notify the client who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) GPI has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and GPI shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, GPI shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.
- 17. Buried Utilities:** GPI and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by GPI or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The client recognizes that the research may not identify all underground improvements and that the information upon which GPI relies may contain errors or may not be complete. The client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against GPI and anyone for whom GPI may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by GPI.
- 18. Ownership of Documents:** All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
- 19. Project Suspension or Termination:** If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
- 20. Subconsultants:** GPI may use the services of subconsultants when, in GPI's sole opinion; it is appropriate and customary to do so.
- 21. Severability:** If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.
- 22. Governing Law:** This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.
- 23. Merger and Counterparts:** This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.

- 24. Claims and Disputes:** Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows:

Arbitration – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA, and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located, unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

- 25. Insurance:** GPI will maintain the following insurance for the duration of the project:

- 25.1 Commercial General Liability – Bodily Injury/Property Damage - \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- 25.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
- 25.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
- 25.4 Excess/Umbrella – in the amount of \$5,000,000.
- 25.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
- 25.6 GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.

- 26. Contractor's Responsibilities:** GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

**27. Indemnification:**

- 27.1 GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.
- 27.2 GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI which arise out of the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.
- 27.3 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

- 28. Force Majeure:** If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("Force Majeure"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not liable for failure to comply with any Force Majeure event.