ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ◆ 800 PARK AVENUE ◆ UTICA, N.Y. 13501-2977

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COMMUNICATIONS WITH DOCUMENTATION
FOR THE
MAY 8, 2024

MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

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Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5738 Fax (315) 798-5218

FN 2024-197

April 4, 2024

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Enclosed please find an Amendment to an Original Agreement template for day care service providers.

Oneida County, through its Department of Family and Community Services, contracts with multiple agencies to provide day care services. Day care services ensure children are well cared for while eligible families participate in required work participation activities, training and/or employment. This Amendment increases the number of required reimbursed absences from 24 to 80 per child, per provider, per state fiscal year pursuant to legislative changes amending New York State Social Services Law Section 410-x.

The term of this Amendment is October 1, 2023 through March 31, 2026. Payment is based on Day Care "Market Rates' as determined by New York State Office of Children and Family Services. The estimated total cost for the term of this Amendment is $27,637,665.00, which consists of 63.80% Federal, 18% State, and 18.20% ($4,974,779.70) County funding, and is unchanged from the Original Agreement.

If this Amendment meets with your approval, I respectfully request the matter be forwarded to the Board of Legislators for further consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

RECEIVED
APR 12 2024

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-12-24

Attachments

Oneida Co. Department: Family and Community Services

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: Various Day Care Agencies .

Title of Activity or Service: Day Care Services for Children - Amendment

Proposed Dates of Operation: October 1, 2023 through March 31, 2026

Client Population/Number to be Served: Children in need of day care services up to age 12.

Summary Statements:

1) **Narrative Description of Proposed Services:**
To provide day care services to eligible families.

2) **Program/Service Objectives and Outcomes:**
To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3) **Program Design and Staffing** – N/A

Total Funding Requested: $27,637,655.00
Account #: A6055.495

Oneida County Dept. Funding Recommendation: The total cost for this service is anticipated to be $27,637,665.00 for the 5-year term of the agreement. This amount is based on the actual 2020 costs for this service, which was $5,527,533.00.

Proposed Funding Sources (Federal $/ State $/County $): Annually -
Federal: 63.80% ($3,526,566.10) State: 18% ($994,955.94) County: 18.20% ($1,006,011.01)

Cost Per Client Served: Rates are set by the New York State Office of Children and Family Services and vary based on age of youth and number of hours in service.

Past Performance Data: The Department is satisfied with the performance of all day care centers and contracts with multiple centers to ensure the availability of services when needed.

O.C. Department Staff Comments: *This is an amendment to an original template agreement for day care services to address the increase in reimbursed absences per New York State law.*

AMENDMENT

THIS AMENDMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Department of Family and Community Services (the "Department"), both having their principal offices located at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501 (collectively, the "County"), and **__[DAY CARE AGENCY]__**, organized and existing under the laws of the State of New York, with its principal place of business located at **__[AGENCY ADDRESS]__** (the "Contractor").

WITNESSETH:

WHEREAS, the Parties entered into County Contract No. _____ ("Original Agreement") for an effective term of October 1, 2021 through March 31, 2026, in which the Contractor provides day care services to the County (a copy of the Original Agreement is annexed hereto as Exhibit "A");

WHEREAS, Section XI of the Original Agreement states that the Department shall pay the contractor a maximum of twenty-four (24) absentee days per year from December 1, 2021 through March 31, 2026;

WHEREAS, the New York State Fiscal Year (SFY) 2024 Enacted Budget amended provisions of New York State Social Services Law (SSL) to expand access and standardize the Child Care Assistance Program across the state;

WHEREAS, pursuant to 2023 N.Y. AB 3006, effective October 1, 2023, Section 410-x of SSL has been amended by adding Subdivision 9, which requires all districts to reimburse up to eighty (80) absences per child, per provider, per state fiscal year, when a child is temporarily absent from child care; and

WHEREAS, in accordance with the above-referenced legislative changes, the Original Agreement shall be amended from twenty-four (24) to eighty (80) reimbursed absences per child, per provider, per state fiscal year;

NOW THEREFORE, it is mutually agreed between the Contractor and the County as follows:

1. This Amendment shall commence on October 1, 2023 and continue through the end of of the term of the Original Agreement.

2. Section XI of the Original Agreement shall be amended to read as follows:

XI. The Department shall pay the Contractor absentee days as follows:

- A maximum of four (4) Absentee days per month October 1, 2021 through November 30, 2021
- A maximum of twenty-four (24) absentee days from December 1, 2021 through March 31, 2022
- A maximum of twenty-four (24) absentee days from April 1, 2022 through March 31, 2023
- A maximum of twelve (12) absentee days from April 1, 2023 through September 30, 2023
- A maximum of forty (40) absentee days from October 1, 2023 through March 31, 2024
- A maximum of eighty (80) absentee days from April 1, 2024 through March 31, 2025
- A maximum of eighty (80) absentee days from April 1, 2025 through March 31, 2026

3. All other terms of the Original Agreement shall remain in full force and effect without change or alteration.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

Oneida County

By: _____ _____
Anthony J. Picente, Jr., County Executive Date

Department of Family and Community Services

By: Colleen Fahy-Box _____ 4/1/24
Colleen Fahy-Box, Commissioner Date

Day Care Agency

By: _____ _____
Executive Director Date

Approved:

By: _____
Maryangela Scalzo – Deputy County Attorney-Health and Human Services

EXHIBIT A

THIS AGREEMENT, is hereby entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal offices at 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services (hereinafter collectively called the "Department"), and DAYCARE PROVIDER NAME, organized and existing under the laws of the State of New York, with principal offices located at _____ (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida (hereinafter called the "Commissioner"), is authorized under Section 410 et seq. of the Social Services Law ("SSL") to provide Day Care Services at public expense for children residing in her territory who are eligible pursuant to criteria established by the New York State Office of Children and Family Services; and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3)(a) of said SSL. The Day Care Provider may also be a private proprietor provided the conditions set forth pursuant to Section 410(3)(a) are met; and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 of the SSL; and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services program Plan for New York State including the Oneida County Social Services District; and

WHEREAS, the fee paid for Day Care Services is the Day Care "Market Rate" as determined by the New York State Office of Children and Family Services, and the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for performance of Day Care Services;

NOW THEREFORE, it is mutually agreed between the Department and the Contractor as follows:

I. **Term**

a. The terms and conditions of this Agreement shall commence on October 1, 2021 and terminate on March 31, 2026.

b. The option to renew this Agreement is at the sole discretion of the Department and notice shall be provided to the Contractor prior to the end of the term of this Agreement.

II. **Termination**

a. This Agreement may be terminated by either party upon 30 days written notice to the other party.

III. **Responsibilities of the Contractor**

a. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the New York State Office of Children and Family Services.

b. The Contractor shall provide quality day care to children between ____ and ____ years of age for a portion of the day and less than 24 hours, outside their home in accordance with New York State and Federal standards for day care ("Day Care Services").

c. The Contractor shall provide the Day Care Services at its place(s) of business as specified in Attachment A. There are no other locations where the Contractor will provide Day Care Services.

d. A child receiving Day Care Services from the Contractor must be at least _____ years of age, and no more than ____ years of age since this is the basis for issuance of the Contractor's permit.

e. The Contractor shall furnish such Day Care Services in accordance with applicable requirements of law and shall cooperate with the departments, as may be required, so that the Department and the New York State Office of the Children and Family Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and other applicable provisions of the Social Security Act and Social Services Law and be able to meet all the applicable requirements, both state and federal, pertaining thereto.

f. The Contractor shall establish a system through which recipients may present grievances about the operation of the Day Care Services. The Contractor shall advise recipients of this right and will also advise applicants and recipients of their right to appeal.

g. The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

h. The Contractor shall retain all fees collected from eligible individuals required to pay such fees and shall reduce its claim for payment by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

IV. Responsibilities of the Department

a. The Department shall be responsible for establishing the standards, policies, and procedures for determining the eligibility of persons for Day Care Services to be purchased by the Department and to be furnished by the Contractor. The Department shall retain basic responsibility for determining the eligibility of persons for Day Care Services.

b. The Department shall notify applicants for or recipients of Day Care Services of their right to a fair hearing to appeal the denial, reduction or termination of Day Care Services, or failure to act upon a request for Day Care Services with reasonable promptness. The Department shall be responsible for establishing fair hearing procedures, holding fair hearings, and taking such steps as may be necessary to enforce the fair hearing's determinations and decisions. The Department shall provide the Contractor with copies of any decision issued by the Office of Temporary and Disability Assistance.

V. Insurance Requirements

a. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) by A.M. Best.

- Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.
    1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, and personal and advertising injury.
    2. Abuse and molestation coverage must be included.
    3. The County, and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds

shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

- Workers' Compensation and Employer's Liability
    1. Statutory limits apply.
- The Contractor shall procure and maintain insurance in force, for the duration of this Agreement, any additional types of coverage and limits of liability as determined by the Department.

b. Waiver of subrogation: The Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained by the County of Oneida.

c. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under these policies shall not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

VI. Indemnification

To the fullest extent permitted by applicable law, the Contractor shall indemnify and hold harmless, and at the Department's option, defend, the Department, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the Department caused by any negligent act or omission, or intentional misconduct of the Contractor, its officers, agents, employees (including the Contractor's Assistants or other authorized personnel) arising out of or in connection with the exercise by the Contractor or any of the Contractor's authorized

personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of the Department.

VII. Performance of Services

a. The Contractor represents that the Contractor is duly licensed and has the qualifications, the specialized skills, the experience and the ability to properly perform the services. The Contractor shall use the Contractor's best efforts to perform the services such that the results are satisfactory to the Department. The Contractor shall be solely responsible for discussion with Day Care Services recipients to determine the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

b. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the Department, and the Department shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, and in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

c. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.

d. The Contractor shall inform the Department within twenty-four (24) hours if it is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. The Contractor maintains the right to do so at any time, and the Department maintains the right to contract with other individuals or entities to perform the same services.

VIII. Independent Contractor Status

a. It is expressly agreed that the relationship of the Contractor and its Assistants to the Department shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the Department for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that neither the Contractor, nor its Assistants, shall hold themselves out as, nor claim to be, officers or employees of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.

b. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the Department agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

c. The Contractor or its Assistants shall not be eligible for compensation from the Department due to

    - illness;
    - absence due to normal vacation; and
    - absence due to attendance at school or special training or a professional convention or meeting.

d. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any Department employee benefits, including retirement membership credits.

e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required.

The Department shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

f. The Contractor shall indemnify and hold the Department harmless from all loss or liability incurred by the Department as a result of the Department not making such payments or withholdings.

g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

h. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

IX. Payment

a. For the purpose of this Agreement, a unit of service shall be defined as the care of a child for one week, five full days of at least six (6) hours per day.

b. The Department shall pay the Contractor per market rates as set by New York State for each unit of service provide pursuant to this Agreement. This rate per unit of service has been determined by the Department to be an amount reasonable and necessary to assure the quality of the Day Care Services.

c. The Department shall pay the Contractor a negotiated rate for a child who receives Day Care Services on a part-time basis.

d. The Contractor shall submit time sheets and request for payment either electronically or in written form to the Department.

- Electronic submissions shall be made using the New York State Office for Children and Family Services Child Care Time and Attendance System (CCTA). The Department shall verify the submission and authorize payment to the Contractor via the Benefits Issuance and Control System (BICS).

- Written time sheets shall be submitted directly to the Department for payment. Upon verification of the written time sheets, the Department shall authorize payment to the Contractor via the BICS.

X. The Department shall not be responsible for any fee and all clients supplemented by Department funds shall not be required to pay a registration fee.

XI. The Department shall pay the Contractor absentee days as follows:

- A maximum of four (4) Absentee days per month October 1, 2021 through November 30, 2021
- A maximum of twenty-four (24) absentee days from December 1, 2021 through March 31, 2022
- A maximum of twenty-four (24) absentee days from April 1, 2022 through March 31, 2023
- A maximum of twenty-four (24) absentee days from April 1, 2023 through March 31, 2024
- A Maximum of twenty-four (24) absentee days from April 1, 2024 through March 31, 2025
- A maximum of twenty-four (24) absentee days from April 1, 2025 through March 31, 2026

XII. Books, Records, and Reports

a. The Contractor shall maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor shall use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.

b. All records relevant to this Agreement shall be subject at all reasonable times for inspection, review or audit by the Department or New York State personnel, as well as by federal personnel (when federal funds are used in making payments to the Contractor), in accordance with applicable federal and state requirements.

c. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal statistical reports at times prescribed by and on forms furnished by the Department in accordance with applicable federal and state requirements.

d. The Contractor shall maintain program records required by the Department and agrees that a program and facilities review, including meetings with recipients of services, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of Day Care Services may be conducted at a reasonable time by appropriate Department, state or federal personnel and other persons duly authorized by the Department in accordance with applicable state and federal requirements.

e. The Contractor shall retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment. Federal and/or State auditors, and any person duly authorized by the Department shall have full access to and the right to examine any of said material during said period, in accordance with applicable federal and state requirements.

f. The Contractor and the Department shall observe and require the observance of applicable federal and state requirements relating to confidentiality of records and information, and neither shall allow the examination of records or disclosure of information, except that examination of records by the Department as may be necessary to assure that the purpose of this Agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provisions of the state service operation work plans and federal regulations.

XIII. Choice of Law / Venue

a. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

b. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

XIV. Non-Assignment

a. The Contractor shall not assign or subcontract any portion of this Agreement without the prior written approval of the Department (which shall be attached to this

Agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon amount to be paid under this Agreement.

XV. Miscellaneous

a. The parties agree to renegotiate this Agreement in the event that the New York State Department of Health or the New York State Office of Children and Family Services issue new or revised requirements on the Department as a condition for receiving continued federal or state reimbursement.

b. During the performance of this Agreement, the Contractor shall not, on the grounds of age, race, color, or national origin:

- Deny an individual any services or other benefits provided under the program;
- Provide any service(s) or other benefits to an individual which are difference, or are provided in a different manner, from those provided to others under the program;
- Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any service(s) or other benefits provided under the program;
- Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services(s) or other benefits provided under the program;
- Treat an individual differently from others in determining whether he or she satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;
- Deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him or her an opportunity to do so which is different from that afforded others under the program.

c. During the performance of this Agreement, the Contractor agrees as follows:

- The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.
- The Contractor shall send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided to the New York State Division of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses i though vii (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Agreement, the Contractor shall request such labor union or representative to furnish it with a written statement that such labor union or representative shall not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the New York State Division of Human Rights of such failure or refusal.
- The Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the New York State Division of Human Rights setting forth the substance of the provisions of clauses i and ii and such provisions of the State's laws against

discrimination as the New York State Commissioner of Human Rights shall determine.

- The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.
- The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, shall furnish all information and reports deemed necessary by the New York State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to its books, records and accounts by the New York State Commissioner of Human Rights, the Attorney General, and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- This Agreement may be canceled, terminated or suspended, in whole or in part, by the Department on the basis of a finding made by the New York State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the state, until it satisfies the New York State Commissioner of Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the New York State Commissioner of Human Rights after conciliation efforts by the New York State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the New York State Division of Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded it to be heard publicly before the New York State Commissioner of Human Rights or its designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- The Contractor shall include the provisions of clauses i through vii in every subcontract or purchase order in such a manner that such provisions shall be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly notify the Attorney General, requesting him or her to intervene and protect the interest of the State of New York.

d. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provide in part: that upon the refusal of a person, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a pubic authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

   - The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and;
   - This Agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July nineteen hundred and fifty-nine or with any fire district

or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, any by any firm, partnership, or officer may be canceled or terminated by the Department of municipal corporation or fire district with incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

- The undersigned officer of the Contractor expressly warrants and represents that neither s/he, nor any member, director or officer of the Contractor, prior to the date of execution of this Agreement, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

XVI. Entire Agreement

a. The terms of this Agreement, including any attachments, amendments, addendums or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto including, but not limited to, Attachment A (Day Care Center Location Sites), Appendix A (New York State Conditions), Appendix B (Standard Clauses for all Oneida County Department of Social Services Contracts), the Standard Oneida County Conditions Addendum, and Oneida County Department of Social Services Contractor and Contract Staff Confidentiality and Non-Disclosure Agreement.

b. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

XVII. Advice of Counsel

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

Signatures appear on the next page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written below.

Date: 3/23/22

Oneida County: _____
Anthony J. Picente Jr., Oneida County Executive

Approved: _____
Kimberly A. Kolch, Assistant County Attorney

Date: _____

Department: _____
Colleen Fahy-Box, Commissioner

Date: 3/25/22

Contractor: _____

Authorized Signature: _____

Print Authorized Name: _____

Title: _____

APPENDIX A
NEW YORK STATE CONDITIONS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited, and no sum paid for any work done thereunder on a second conviction for willfully paying less than-

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired

for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order# 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and rules, regulations and orders issued

pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order# 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order# 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award, nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIXB

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPART MENT OF COMMUNITY AND FAMILY SERVICES CONTRACTS

PERSONNEL

a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable federal, state and local laws and regulations.

b. It is the policy of the Department to encourage the employment of qualified applicants or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

NOTICES

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
   1. By certified or registered United States mail, return receipt requested;
   2. By facsimile transmission;
   3. By personal delivery;
   4. By expedited delivery service; or
   5. By e-mail

   Notices to the Department shall be addressed to the Commissioner of Social Services at the address, facsimile number or e-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may from time-to time designate.

b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the

purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

OFFICE SERVICES

a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three (3) days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this AGREEMENT, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this AGREEMENT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

1. No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this AGREEMENT. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
2. Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
3. The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the

rights of the Department as set forth in this AGREEMENT, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

h. The Contractor warrants that it, its staff and any and all subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this AGREEMENT, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and subcontractors to obtain and requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under this AGREEMENT, Contractor will immediately notify the Department.

i. This AGREEMENT cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement, the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section n. of General Terms and Conditions herein.

j. If the Contractor intends to use materials, equipment or personnel paid for under this AGREEMENT in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce and retain for the balance of the calendar year in which produced, and for a period of six (6) years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this AGREEMENT. Such records shall include, but not be limited to,

original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

1. Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
2. Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
3. Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
4. Receipt and Deposit of Advance and Reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
5. The Contractor agrees that any equipment purchased with funds under this AGREEMENT is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this AGREEMENT,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this AGREEMENT for a period often (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten (10) years.

n. By signing this AGREEMENT, the Contractor certifies that within the past three (3) years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this AGREEMENT. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

1. The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
2. The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
3. The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
4. The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
5. The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
6. The Contractor has not paid all due and owed local, state and federal taxes to the proper authorities
7. The Contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, the Department may require as a condition precedent to entering into this AGREEMENT that the

Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this AGREEMENT, the Contractor agrees to comply with any such additional conditions that have been made a part of this AGREEMENT.

By signing this AGREEMENT, the Contractor also agrees that during the term of the AGREEMENT, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this AGREEMENT, the Contractor agrees to comply with State Tax Law section 5-a

p. The Contractor must maintain Workers' Compensation Insurance in accordance with the Workers' Compensation Law. If the Contractor believes they are exempt from the Workers' Compensation insurance requirement, then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers' Compensation Board website at: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/we_db_exemptions.jsp

q. All organizations that receive federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief Accordingly, organizations, in providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Department's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet state, federal and Oneida County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as

well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable state, federal, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any Contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, the Department will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

c. The Contractor and any subsequent subcontractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent subcontractor agree that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 **NYSDSS** regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of state law and regulations.

The Contractor and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the

release of medical or other information 1s not sufficient authorization for further disclosure."

d. All information contained in the Contractor's, or it's subcontractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and any of the Contractor's staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this AGREEMENT and shall submit forms to the following address:

Oneida County Department of Community
and Family Services Contract Administration
Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or

analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

a. This AGREEMENT may be terminated by the Department upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that federal, state or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the AGREEMENT period or deem this AGREEMENT terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain this AGREEMENT. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment

purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this AGREEMENT as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT. If the Department should determine that the Contractor has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other agreement with the Department, or has abused or misused funds paid to the Contractor under any other agreement with the Department, the rights of the Department shall include, but not be limited to:

1. Recovery of any funds expended in violation of this AGREEMENT;
2. Suspension of Payments;
3. Termination of this AGREEMENT; and/or
4. Employment of another entity to fulfill the requirements of this AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under this AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In the sole discretion of the Department, contractors may be placed on Fiscal Sanction when the Department identifies any of the following issues:

1. The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established time-frame;
2. A Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
3. The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
4. The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
5. A Department, County, state or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
6. The Contractor is not in compliance with state, federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
7. Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a time-frame within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the time-frame established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the time-frames established by the AG. The Contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that the Contractor is an Independent Contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its

officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this AGREEMENT, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under this AGREEMENT or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this AGREEMENT.

b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this AGREEMENT, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew this AGREEMENT are at the discretion of the Department, which shall supply written notice of such renewal or termination within thirty (30) days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.

The Contractor also agrees to comply with federal and state laws as supplemented in the Dept. of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the Department. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attests they have not been debarred by the federal Government from

contracting to provide services funded by any federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of federal and/or New York State Funds for the purposes set forth in this AGREEMENT.

Should funds become unavailable or should appropriate federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this AGREEMENT, the Department shall have the option to immediately terminate this AGREEMENT upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This AGREEMENT shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

_____

NAME OF CONTRACTED AGENCY

_____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE **DATE**

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of _____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this __ day of _____ , 20 between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form **111** "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

II. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

I. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

II. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, exceptthat:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

1x. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

11. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

111. There is a material change m the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section I09 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section I 09-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section I08 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom oflnformation Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter **"OGS")** website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law§ 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITHNEWYORK STATE LABOR LAW§ 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ONEIDA COUNTY
OFFICE OF WORKFORCE DEVELOPMENT
209 Elizabeth Street
Utica, NY 13501
Phone: (315)798-5908 Fax: (315)798-5909

ANTHONY J. PICENTE, JR.
County Executive

DAVID L. MATHIS
Director, Workforce Development

FN 20 24-199

April 17, 2024

HEALTH & HUMAN SERVICES

WAYS & MEANS

Hon. Anthony J. Picente Jr.
Oneida County Executive
Oneida County Office Building
800 Park Ave.
Utica, NY 13501

Dear County Executive Picente:

Oneida County has served as a leader in working with community partners to create internships that will help Oneida County young people sample the outstanding careers available here in Oneida County.

As our efforts move forward, it is my pleasure to present you with a template for a contract between Oneida County Workforce Development and various Oneida County Employers. The template provides for an Employer to be responsible for payment of wages to each Participant (intern) for up to 200 hours work at a rate of $15 per hour with the County reimbursing the Employer for one-half the expense. The money for this program was provided for in the 2024 Oneida County Budget approved by the Board of Legislators on November 8, 2023, by Resolution No. 334.

We are hoping that this contract can be approved as a template as part of our effort to work with the employers and young people of the region to move our economy forward. Participating employers in this program may be other municipalities, and as such, should this request meet with your approval, please forward this contract to the Board of Legislators for consideration at their next meeting. If there are questions regarding this contract, please contact my office.

Sincerely,

David Mathis

David L. Mathis
Director, Oneida County Workforce Development

Enclosure

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Workforce Development

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	___X___

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: (Various)

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 1, 2024 – September 30, 2024

Client Population/Number to be Served: **TBD interns**

Summary Statements

1) **Narrative Description of Proposed Services:** The program will provide a work experience site for eligible interns.

2) **Program/Service Objectives and Outcomes:** The program will assist participants in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.

3) **Program Design and Staffing: N/A**

Total Funding Requested: $1614.75 per intern **Account # #J6363**

Oneida County Dept. Funding Recommendation: $1614.75 per intern

Proposed Funding Sources (Federal $/ State $/County $): 100% from the employer

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This program has proven to be a successful partnership between Oneida County Workforce Development and employers in helping to showcase job opportunities for college students.

2024 FINANCIAL AGREEMENT
ONEIDA COUNTY COLLEGE STUDENT CORPS INTERNSHIP PROGRAM

This Agreement is entered into by and between **ONEIDA COUNTY** (hereinafter the "County"), a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE OF WORKFORCE DEVELOPMENT**, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and _____ (hereinafter the "Employer"), a local employer with its offices and principal place of business located at _____ (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed Resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps Internship Program" (hereinafter "Internship Program") which will provide funding to match an Oneida County-based college or trade school student with an employer in his or her field of study and offer them paid internships and mentoring; and

WHEREAS, the County has budgeted funding for the Internship Program in 2024; and

WHEREAS, the Office of Workforce Development has been designated by the County to administer the Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into this Agreement with the Employer, to allow said Employer to provide a meaningful work experience for up to (_) participants in the Internship Program (hereinafter each a "Participant"); and

WHEREAS, the County agrees to reimburse the Employer a portion of the total costs related to this Agreement;

NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. TERM. The Internship Program will begin as early as **May 1, 2024**, and end no later than **September 30, 2024**.

2. COSTS.

A. The Employer shall be responsible for payment of wages to each Participant.

B. Any Participant placed into an internship with the Employer pursuant to this Agreement may work a maximum of two hundred (200) total internship hours. After two hundred (200) hours of work the County shall no longer be responsible for reimbursement of wages to the Employer for an individual Participant. The Employer shall ensure that no Participant works overtime as defined in the Fair Labor

Standards Act while the County is responsible for reimbursement of the Participant's wages. The County shall reimburse the Employer at a rate of fifty percent (50%) the total wages and FICA taxes for the time worked, up to the two hundred hour (200) maximum.

C. **The Employer agrees to expend an amount up to, but not to exceed (one thousand six hundred fourteen dollars and seventy-five cents ($1,614.75) x number of interns) to be paid to the County** for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary attached hereto and incorporated herein as **Exhibit A**. Payment to the Employer shall be made upon submission of a properly completed County voucher with supporting documentation as deemed necessary by the County.

3. EMPLOYER RESPONSIBILITIES. The Employer shall:

A. Provide sufficient and meaningful work for each Participant in his or her field of study. The jobs shall be only those for which job descriptions have been submitted to, and approved by, the Office of Workforce Development.

B. Maintain adequate time and attendance records for each Participant assigned to the Employer, utilizing the time sheets provided by the Office of Workforce Development. The Employer assures that the Participant will not be paid for unexcused absences or hours not worked.

C. Cooperate with the Office of Workforce Development to ensure the work experience of each Participant is in accordance with the Internship Program objectives.

D. Advise the Office of Workforce Development of any problems encountered by a Participant within twenty-four (24) hours of the occurrence.

E. Provide the Office of Workforce Development with an evaluation of each Participant and the Internship Program at the completion of this Agreement, if so requested.

F. Provide full-time mature supervision of each Participant assigned to the Employer.

G. Provide sufficient equipment and/or materials, as applicable, for each Participant to carry out work assignments.

H. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving a Participant.

I. Maintain appropriate standards for health and safety for each Participant. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws.

J. Ensure that no Participant shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.

K. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.

L. Ensure that the work of each Participant is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any Participant shall be clerical in nature.

M. Maintain a grievance procedure relating to the terms and conditions of employment and training available to each Participant, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

4. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, which will insure against all claims under New York State Workers' Compensation Law. Said policy shall be written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York. The Employer shall ensure that each Participant is covered under such policy.

B. The Employer shall not allow a Participant to commence work until proof of such insurance has been provided to the County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. The County reserves the right to require the Employer to provide insurance policies for review by the County.

5. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, suits, claims or judgments arising, occurring or resulting from Workers' Compensation claims by a Participant.

6. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation for providing the services described herein.

B. The Employer assures that no Participant will be permitted to start work without prior approval from the Office of Workforce Development.

C. A vacancy due to the termination or withdrawal of a Participant from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.

D. Authorized Office of Workforce Development staff, after consultation with the Employer may at agreed upon times, visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.

E. A Participant may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on that Participant's work performance and attitude.

F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.

G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.

H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.

I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.

J. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.

M. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

7. AUTHORITY TO ACT/SIGN.

A. The Employer's signatory hereby represents, warrants, personally guarantees and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the

Employer. No other action on the part of the Employer or any other person or entity, are necessary to authorize the Employer's signatory to enter into this Agreement.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR ONEIDA COUNTY:

_____

Anthony J. Picente, Jr.
County Executive

_____

DATE

Approved:

_____

Ellen Rayhill
Assistant County Attorney

_____

DATE

FOR THE EMPLOYER

_____

Mark Donovan
President

_____

DATE

BUDGET SUMMARY INFORMATION

I.	TOTAL COSTS		
	A.	Wages 200 hours x $15 per hour	$3,000.00
	B.	Fringe Benefits - FICA 7.65% x $3,000	$ 229.50
	C.	TOTAL WAGES AND BENEFITS PER INTERN =	$3,229.50
II.	COUNTY COSTS		
	A.	Fifty Percent (50%) Contribution	$1,614.75
	B.	County share of ___ interns ($1,614.75 x 12)	$_____
	C.	**MAXIMUM REIMBURSEMENT DUE THE EMPLOYER =**	**$_____**

ONEIDA COUNTY
OFFICE OF WORKFORCE DEVELOPMENT
209 Elizabeth Street
Utica, NY 13501
Phone: (315)798-5908 Fax: (315)798-5909

ANTHONY J. PICENTE, JR.
County Executive

DAVID L. MATHIS
Director, Workforce Development

April 17, 2024

FN 20 24-203

Hon. Anthony J. Picente Jr.
Oneida County Executive
Oneida County Office Building
800 Park Ave.
Utica, NY 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

Oneida County has served as a leader in working with community partners to create internships that will help Oneida County young people sample the outstanding careers available here in Oneida County.

As our efforts move forward, it is my pleasure to present you with a template for a contract between Oneida County Workforce Development and various Oneida County Employers. The template provides for Oneida County to be responsible for payment of wages to each Participant (intern) for up to 200 hours work at a rate of $15 per hour with the Employer reimbursing the County for one-half the expense. The money for this program was provided for in the 2024 Oneida County Budget approved by the Board of Legislators on November 8, 2023, by Resolution No. 334.

We are hoping that this contract can be approved as a template as part of our effort to work with the employers and young people of the region to move our economy forward. Participating employers in this program may be other municipalities, and as such, should this request meet with your approval, please forward this contract to the Board of Legislators for consideration at their next meeting. If there are questions regarding this contract, please contact my office.

Sincerely,

David Mathis

David L. Mathis
Director, Oneida County Workforce Development

Enclosure

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Workforce Development

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	___X___

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: (Various)

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 1, 2024 – September 30, 2024

Client Population/Number to be Served: **TBD interns**

Summary Statements

1) **Narrative Description of Proposed Services:** The program will provide a work experience site for eligible interns.

2) **Program/Service Objectives and Outcomes:** The program will assist participants in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.

3) **Program Design and Staffing: N/A**

Total Funding Requested: $1614.75 per intern **Account # #J6363**

Oneida County Dept. Funding Recommendation: $1614.75 per intern

Proposed Funding Sources (Federal $/ State $/County $): 100% from the employer

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This program has proven to be a successful partnership between Oneida County Workforce Development and employers in helping to showcase job opportunities for college students.

2024 FINANCIAL AGREEMENT
ONEIDA COUNTY COLLEGE STUDENT CORPS INTERNSHIP PROGRAM

This Agreement is entered into by and between **ONEIDA COUNTY** (hereinafter the "County"), a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE OF WORKFORCE DEVELOPMENT**, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and _____ (hereinafter the "Employer"), a local employer with its offices and principal place of business located at _____ (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, the Oneida County Board of Legislators passed Resolution #230 on May 13, 1998 creating a job training program now known as the "Oneida County College Student Corps Internship Program" (hereinafter "Internship Program") which will provide funding to match an Oneida County-based college or trade school student with an employer in his or her field of study and offer them paid internships and mentoring; and

WHEREAS, the County has budgeted funding for the Internship Program in 2024; and

WHEREAS, the Office of Workforce Development has been designated by the County to administer the Internship Program; and

WHEREAS, the Office of Workforce Development desires to enter into this Agreement with the Employer, to allow said Employer to provide a meaningful work experience for up to (_) participants in the Internship Program (hereinafter each a "Participant"); and

WHEREAS, the Employer agrees to reimburse the County a portion of the total costs related to this Agreement;

NOW THEREFORE, the Parties hereto agree to perform the terms and conditions established in this Agreement under the authority and scope of the Internship Program, as follows:

1. TERM. The Internship Program will begin as early as **May 1, 2024**, and end no later than **September 30, 2024**.

2. COSTS.

A. The County shall be responsible for payment of wages to each Participant.

B. Any Participant placed into an internship with the Employer pursuant to this Agreement may work a maximum of two hundred (200) total internship hours. After two hundred (200) hours of work, the County shall no longer be responsible for payment of wages to an individual Participant and such an individual Participant will be separated from employment with the County. The Employer shall ensure

that no Participant works overtime as defined in the Fair Labor Standards Act while the County is responsible for payment of the Participant's wages. The Employer shall reimburse the County at a rate of fifty percent (50%) the total wages and FICA taxes for the time worked by each Participant, up to the two hundred hour (200) maximum.

C. **The Employer agrees to expend an amount up to, but not to exceed (one thousand six hundred fourteen dollars and seventy-five cents ($1,614.75) x number of interns) to be paid to the County** for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary attached hereto and incorporated herein as **Exhibit A**. Payment to the County shall be made on or before November 1, 2024.

3. EMPLOYER RESPONSIBILITIES. The Employer shall:

A. Provide sufficient and meaningful work for each Participant in his or her field of study. The jobs shall be only those for which job descriptions have been submitted to, and approved by, the Office of Workforce Development.

B. Maintain adequate time and attendance records for each Participant assigned to the Employer, utilizing the time sheets provided by the Office of Workforce Development. The Employer assures that the Participant will not be paid for unexcused absences or hours not worked.

C. Cooperate with the Office of Workforce Development to ensure the work experience of each Participant is in accordance with the Internship Program objectives.

D. Advise the Office of Workforce Development of any problems encountered by a Participant within twenty-four (24) hours of the occurrence.

E. Provide the Office of Workforce Development with an evaluation of each Participant and the Internship Program at the completion of this Agreement, if so requested.

F. Provide full-time mature supervision of each Participant assigned to the Employer.

G. Provide sufficient equipment and/or materials, as applicable, for each Participant to carry out work assignments.

H. Notify the Office of Workforce Development staff within twenty-four (24) hours of the occurrence of any accident involving a Participant.

I. Maintain appropriate standards for health and safety for each Participant. These standards are those referred to in the Occupational Safety and Health Act of 1970, and all New York State Labor Laws.

J. Ensure that no Participant shall be employed when any regular employee is on layoff from the same or equivalent job, or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant.

K. Ensure that a Participant does not fill a vacant position or be used as a supplemental workforce to enhance or expand the delivery of the Employer's service.

L. Ensure that the work of each Participant is NOT primarily clerical in nature. To ensure compliance with this provision, no more than twenty percent (20%) of the total work performed by any Participant shall be clerical in nature.

M. Maintain a grievance procedure relating to the terms and conditions of employment and training available to each Participant, or the Employer may choose to utilize the grievance system established by the Office of Workforce Development.

4. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

A. The Employer agrees that it will, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, which will insure against all claims under New York State Workers' Compensation Law. Said policy shall be written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York. The Employer shall ensure that each Participant is covered under such policy.

B. The Employer shall not allow a Participant to commence work until proof of such insurance has been provided to the County. Acceptance of the certificates shall not relieve the Employer of any of the insurance requirements, nor decrease the liability of the Employer. The County reserves the right to require the Employer to provide insurance policies for review by the County.

5. INDEMNIFICATION.

A. The Employer shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, suits, claims or judgments arising, occurring or resulting from Workers' Compensation claims by a Participant.

6. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation for providing the services described herein.

B. The Employer assures that no Participant will be permitted to start work without prior approval from the Office of Workforce Development.

C. A vacancy due to the termination or withdrawal of a Participant from a worksite may, subject to the availability of funds, be refilled at the discretion of the Office of Workforce Development.

D. Authorized Office of Workforce Development staff, after consultation with the Employer may at agreed upon times, visit the Employer's work site to monitor the services being provided by the Employer under this Agreement. Appropriate Oneida County officials will also be afforded access.

E. A Participant may be terminated by the Employer after consultation with the Office of Workforce Development. Such a termination shall be solely based on that Participant's work performance and attitude.

F. Either the Office of Workforce Development or the Employer may terminate this Agreement upon five (5) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination.

G. Except as otherwise provided by this Agreement, any dispute concerning a question of fact arising from this Agreement which is not disposed of by the mutual consent of the Parties hereto shall be decided by the Office of Workforce Development or its duly authorized agent, in accordance with its standard grievance procedure.

H. If necessary, this Agreement may be modified upon the request of either Party. Any and all modifications shall be by written amendment and signed by both Parties to this Agreement.

I. The Employer shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his/her right, title or interest therein, or his/her power to execute this Agreement, to any other person or entity without the previous consent, in writing, by the Office of Workforce Development.

J. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

K. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

L. This Agreement is made subject to appropriation of funds by the Oneida County Board of Legislators to the Office of Workforce Development for the Internship Program.

M. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

7. AUTHORITY TO ACT/SIGN.

A. The Employer's signatory hereby represents, warrants, personally guarantees and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the

Employer. No other action on the part of the Employer or any other person or entity, are necessary to authorize the Employer's signatory to enter into this Agreement.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR ONEIDA COUNTY:

_____

Anthony J. Picente, Jr.
County Executive

_____

DATE

FOR THE EMPLOYER

_____

Mark Donovan
President

_____

DATE

Approved:

_____

Ellen Rayhill
Assistant County Attorney

_____

DATE

BUDGET SUMMARY INFORMATION

I.	TOTAL COSTS		
	A.	Wages 200 hours x $15 per hour	$3,000.00
	B.	Fringe Benefits - FICA 7.65% x $3,000	$ 229.50
	C.	TOTAL WAGES AND BENEFITS PER INTERN =	$3,229.50
II.	EMPLOYER COSTS		
	A.	Fifty Percent (50%) Contribution	$1,614.75
	B.	Employer share of ___ interns ($1,614.75 x 12)	$_____
	C.	**MAXIMUM REIMBURSEMENT DUE THE COUNTY =**	**$_____**

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

FN 20 24-201

April 15, 2024

Board of Legislators
Oneida County
800 Park Avenue
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Reallocation of title Commissioner of Mental Health

Dear Honorable Members:

As you are aware, the County, with support from this Board, have been reviewing salary allocations to ensure Oneida County salaries remain competitive within the marketplace. I have reviewed the salary allocation for the title Commissioner of Mental Health and find that pay grade for this title does not currently commensurate with duties and qualifications of other Department Head titles.

To address this concern, I request that the title of Commissioner of Mental Health be reallocated from Grade 47H, step 1, $102,949 to Grade 49H, step 1, $111,662.

If you concur, I respectfully request that this manner be placed on your agenda for consideration at your next meeting.

Thank you for the Board's kind attention to this matter.

Very truly yours,

Anthony J. Picente, Jr.

Anthony J. Picente, Jr
Oneida County Executive

Charles P. Klein
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

April 15, 2024

FN 20 24-202

HEALTH & HUMAN SERVICES

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente:

Attached for your review and approval is a request from Ashley L. Thompson, Oneida County Commissioner of Mental Health requesting the creation of new position and be allocated the title Program Analyst Grade 28W, Step 1 at $52,131.

As stated in Ms. Thompson's letter, the position will be 100% funded by Opioid Settlement Funds (OSF) and supervised by the Oneida County Department of Mental Health (OCDMH) Director of Substance Abuse Services and is requesting this funding be added to the OCDMH current budget.

If you concur, I respectfully request that this request be forwarded to the Board of Legislators for consideration at their next meeting.

Sincerely,

Charles P. Klein
Commissioner of Personnel

Attachments

Copy: Commissioner of Mental Health
County Attorney
Budget

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-16-24

ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner
Director of Community Services

April 16, 2024

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

FN 20 24 - 203

HEALTH & HUMAN SERVICES

Re: Approval of a Subaward from the Institute for Intergovernmental Research

WAYS & MEANS

Dear Mr. Picente,

On behalf of the Oneida County Department of Mental Health (OCDMH), I am forwarding for your review and approval, a subaward from the Institute for Intergovernmental Research (IIR) regarding the **Reaching Rural 2023 Implementation Project**. The Reaching Rural 2023 Implementation Funding solicitation released by the IIR was designed to support rural practitioners as they grow as leaders and advance solutions to address the persistent challenges of substance use in their communities. OCDMH's goal for this project is to enhance the existing Reaching Rural project of the Camden Life Center; increase and coordinate support of cross-sector partnerships; increase participation with the five (5) town courts within Western Oneida County; and provide outreach, intake assessments, and intensive case management services to assist justice involved individuals in engaging in care.

Oneida County was awarded $100,000.00 for this 15-month initiative. The contract terms for this project initiative will cover a period from March 1, 2024, through July 31, 2025. In the proposed project, the County will enter into an agreement with the Center for Family Life and Recovery who will provide an Intensive Case Manager (ICM) and a Project Coordinator (Ms. Jessica Perusse of the Camden Life Center). The County was only eligible to apply for this opportunity due to Ms. Perusse's participation in the Reaching Rural planning fellowship. Together, they will enhance cross-system partnerships, increase access to care, promote anti-stigma messages, and other collaborative work with IIR and the County.

If this agreement meets your approval, please forward it to the Board of Legislators for further consideration. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you may have regarding this project.

Sincerely,

Ashlee Thompson

Ashlee L. Thompson, MHA, MSEd., Master CASAC
Commissioner of Mental Health
Director of Community Services

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Mental Health

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	___X__

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Institute for Intergovernmental Research (IIR)
P.O Box 12729
Tallahassee, Florida 32317

Title of Activity or Service: Reaching Rural 2023 Implementation Project

Proposed Dates of Operation: March 1, 2024 - July 31, 2025

Client Population/Number to be Served: Rural Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** The Reaching Rural 2023 Implementation Project Funding solicitation was released by IIR to support rural practitioners as they grow as leaders and advance solutions to address the persistent challenges of substance use in their communities.

2) **Program/Service Objectives and Outcomes:** Objectives for this project are to enhance the existing Reaching Rural project of the Camden Life Center; increase and coordinate support of cross-sector partnerships; increase participation with the five town courts within Western Oneida County; provide outreach, intake assessments, and intensive case management services to assist justice involved individuals in engaging in care.

3) **Program Design and Staffing:** In the proposed project, the County will enter into Agreement with the Center for Family Life and Recovery who will provide an Intensive Case Manager (ICM) and a Project Coordinator (Ms. Jessica Perusse of the Camden Life Center). The County was only eligible to apply for this opportunity due to Ms. Perusse's participation in the Reaching Rural planning fellowship. Together, they will enhance cross-system partnerships, increase access to care, promote anti-stigma messages, and other collaborative work with IIR and the County.

Total Funding Awarded: $100,000.00 **Account #** A 4310 4310.495-175

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal $/ State $/County $): 100% Reaching Rural Implementation Funding.

Cost Per Client Served: (N/A) **Past Performance Data:** (N/A)

O.C. Department Staff Comments: None **Mandated Service:** No

Subaward Agreement

Between the

County of Oneida (County)

and the

Institute for Intergovernmental Research (IIR)

for the

Reaching Rural 2023 Implementation Project

This Subaward Agreement (*Agreement*) is entered into as of the 1st day of March, 2024, by and between the Institute for Intergovernmental Research (*IIR*) and the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, NY 13501, by and through its Department of Mental Health, herein collectively referred to as the "County". Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.838 (Comprehensive Opioid, Stimulant, and other Substance Use Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Grant Award Number 15PBJA-21-GK-01074-MUMU, Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Training and Technical Assistance Coordination and Demonstration Program (dated September 23, 2023), for the Reaching Rural Implementation project. The following terms and conditions govern this *Agreement*:

a. The term of this *Agreement* is for the time period from March 1, 2024 to July 31, 2025 for both the project performance and budget. Either party may withdraw by delivering ten (10) days' written notice to the other party of its intent to withdraw from this *Agreement*.

b. The *County* agrees to provide the services mutually agreed upon and identified in the Project Summary in Attachment A. *IIR* agrees to pay the *County* on a reimbursement basis for actual costs incurred as described in the attached Project Summary, up to a total amount not to exceed $100,000.

c. The *County* acknowledges that through this partnership, *IIR* is the primary recipient of grant funds related to the efforts performed under this *Agreement* and is the sole entity through which any communications to the grant-funding agency and all agency personnel related to funding for this effort are to be made unless otherwise specifically approved in advance by *IIR*. The *County* (or recipients of subawards/subcontract issued by the *County*) shall not initiate any direct contact with DOJ, OJP, any other federal entity associated with this effort, or employees of such entity, regarding funding for this project before first receiving specific prior written *IIR* approval to make such contact. The *County* shall, within twenty-four (24) hours of becoming aware of such contact, notify *IIR* of any unauthorized direct contact prohibited by this section.

d. All financial transactions conducted under this *Agreement* will be in compliance with applicable federal financial guidelines, rules, and regulations. The *County* agrees to provide any documentation, upon request by *IIR*, to assure and verify compliance with all applicable federal guidelines, rules, and regulations.

e. Agreed-upon travel expenses incurred by the *County* will be reimbursed in compliance with *IIR* and federal guidelines upon submission of expense reports with backup documentation. The *County* must obtain advance approval from *IIR* for all travel and submit evidence of that approval with the submitted expense report.

f. The *County* will invoice *IIR* for agreed-upon allowable costs incurred during the invoice period. Any indirect costs charged must be consistent with either an approved Federal Negotiated Indirect Cost Rate Agreement (NICRA) or other indirect cost allocation plan/rate in accordance with 2 Code of Federal Regulations (CFR) Part 200. Invoices will include appropriate backup documentation and should be submitted to *IIR* on a monthly or quarterly basis by the fifteenth (15th) day of the following month. *IIR* shall pay the *County*'s invoice within thirty (30) days after submission and *IIR*'s review and approval. However, if *IIR* is unable to draw funds from the Bureau of Justice Assistance (BJA) on the associated award because of issues beyond *IIR*'s control, invoice payment may exceed the thirty (30) days.

g. The *County* must invoice *IIR* for allowable expenses incurred pursuant to this *Agreement* (but not previously invoiced) within thirty (30) days of the expiration of this *Agreement*. Invoices submitted after thirty (30) days of the expiration of this *Agreement* may not be paid because of requirements associated with federal funding availability.

h. The *County* will provide a report with each invoice summarizing the activity to date and changes or delays in the project scope, if any. *IIR* may request additional activity/progress reports during the term of this *Agreement*.

i. At project completion, the *County* will provide a final report on the project. *IIR* may require supplementation or modification of the final report as may be necessary to allow *IIR* to fulfill its federal reporting requirements.

j. The *County* certifies that the services will be performed by qualified personnel who meet federal requirements and have a level of skill commensurate with the requirements set forth in this *Agreement*. The *County* certifies that it will use reasonable care and skill to efficiently and effectively perform the services required to complete the deliverables outlined in the Project Summary.

k. The *County* certifies that all personnel providing service hereunder are United States citizens or are fully and legally authorized to work in the United States. The *County*'s failure to comply with the foregoing is grounds for immediate termination of this *Agreement* by *IIR*.

l. In executing this *Agreement*, the *County* represents that it is fully capable of providing the efforts anticipated and required by the *Agreement* and is not aware of any pending or potential restrictions that would make it unable to successfully perform those efforts.

m. The following attachments are hereby incorporated by reference and made a part hereof:
   - Attachment A – Project Summary
   - Attachment B – Additional Provisions
   - Attachment C – Breach of Personally Identifiable Information Procedures
   - Attachment D – Subcontractor Reporting Data Sheet
   - Attachment E – Award Additional/Special Conditions to the Cooperative Agreement
   - Attachment F – Copy of Reaching Rural Implementation Funding Application
   - The *County's* response to the funding application

All individuals signing this *Agreement* directly and expressly warrant that they have each been given, received, and accepted authority to sign and execute the *Agreement* on behalf of the party for whom it is indicated. Further, each individual has expressly been given, received, and accepted authority to enter into a binding agreement on behalf of such party and the organization indicated with respect to the matters contained and stated herein.

Accepted:

Anthony J. Picente, Jr., County Executive
County of Oneida

Accepted:

Lee W. Miller III, President and CEO
Institute for Intergovernmental Research

ATTACHMENT A

County of Oneida

Reaching Rural 2023 Implementation Project

Project Summary

Project Overview

The Reaching Rural 2023 Implementation Funding solicitation released by the Institute for Intergovernmental Research (*IIR*) was designed to leverage the combined resources and expertise of the U.S. Department of Justice, Bureau of Justice Assistance (BJA); the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC); and the State Justice Institute (SJI) to support rural practitioners as they grow as leaders and advance solutions to address the persistent challenges of substance use in their communities.

This funding is exclusively available to individuals or jurisdictions that completed the Reaching Rural Fellowship in December 2023 and will support communities in one of the following efforts that aligns with the allowable funding categories outlined in the solicitation: launch a project planned during the Reaching Rural fellowship, implement a new initiative, or enhance an existing initiative.

County of Oneida's Project Plan

The County of Oneida's (*County*) project plan provides additional details for the implementation of the *County*'s project and project timeline. The general requirements, activities, and deliverables outlined below provide the basic requirements for the *County*'s project initiative as funded through this *Agreement*.

Deliverables

This section outlines deliverables for this project. The *County* is responsible for meeting each of these deliverables; additional details can be found in the original solicitation included as Attachment F.

The *County* will:

- Identify and maintain a project coordinator, who will serve as the primary point of contact for the initiative and will provide monthly progress reports, a final report, and regular invoices.
  - A template will be provided for monthly reports, which should be submitted to *IIR* no later than the seventh (7th) day of the following month.
  - A template will be provided for the final report, which should be submitted to *IIR* no later than thirty (30) days after the end of the grant period.
  - Invoices must be submitted no more than monthly but at least quarterly.

- The project coordinator will also participate in quarterly all-site calls with all implementation grantees. These calls will be mandatory and will be scheduled for two hours.

- Identify and maintain a team that demonstrates a cross-sector partnership that, at a minimum, includes at least one justice or public safety practitioner, at least one public health representative, and at least one behavioral health practitioner.

- All project partners, including the coordinators and their partners, will participate in an all-site call at seven (7) months and fifteen (15) months to report on their projects' progress. This call will be scheduled for a half day.

ATTACHMENT B

County of Oneida

Reaching Rural 2023 Implementation Project

Additional Provisions

Compliance With Law

The *County* acknowledges that this *Agreement* is being funded by the federal awarding agency under a Cooperative Agreement to the Institute for Intergovernmental Research (*IIR*) and that it is subject to all applicable federal laws, rules, regulations, orders, policies, and requirements. The *County* shall procure and maintain all licenses, authorizations, waivers, permits, qualifications, and certifications required to perform the work and shall fully comply with and include, in any permitted subawards or subcontracts hereunder, provisions requiring compliance by its subcontractors (defined herein as any contractor with whom the *County* further contracts to complete the work) with all applicable local, state, and federal laws, rules, regulations, orders, policies, and requirements.

Notices

All notices or other communications required by this *Agreement* or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, sent by electronic mail, delivered by telephonic facsimile, or mailed by certified or registered mail, return receipt requested, postage prepaid, on the date posted, and addressed as follows (or to such other address as either party may specify to the other party by written notice):

If to the *County*:

Mailing Address
800 Park Avenue, 9th Floor
Utica, NY 13501-2939

Project Coordinator Point of Contact
Jessica Perusse
Phone: (315) 335-9727
Email: CamdenLifeCenter@gmail.com

Contractual Point of Contact
Emily Ofaly
Phone: (315) 798-3658
Email: eofalt@ocgov.net

Financial Point of Contact
Hyesun Lee
Phone: (315) 798-5698
Email: hlee@ocgov.net

If to *IIR*:

Mailing Address
Post Office Box 12729
Tallahassee, FL 32317-2729

Project Point of Contact
Kathy Rowings
Phone: (850) 760-5386
Email: krowings@iir.com

Contractual and Financial Points of Contact
Mary J. Dodd
Phone: (850) 300-7796
Email: mdodd@iir.com

Kim Bianco
Phone: (850) 692-7762
Email: kbianco@iir.com

Federal Employer Identification Number (FEIN)

The *County*'s Federal Employer Identification Number (FEIN) is 15-6000460.

Unique Entity Identification (UEI) From SAM.gov

The *County*'s Unique Entity Identification (UEI) from SAM.gov is ZPE7BYWV84S3.

Commercial and Government Entity (CAGE)

The *County*'s Commercial and Government Entity (CAGE) code is 1AE92.

Federal Funding Accountability and Transparency Act (FFATA)

The *County* certifies that the information provided to *IIR* for submission to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS), on the form included as Attachment D, is complete and accurate.

Special Conditions Announced in or Applied to Grant Award

The *County* acknowledges that numerous special conditions may be imposed by law, regulation, or the awarding federal agency when a grant award is made. Any additional special conditions applicable to this *Agreement* not specifically stated within the main body of this *Agreement* are identified in Attachment E hereto, which is adopted and incorporated by reference here. The special conditions outlined in Attachment E are applicable only to the project outlined in this *Agreement*. Through its Cooperative Agreement, the Bureau of Justice Assistance (BJA) maintains

an active role in administrating the use of provided funds, and the *County* acknowledges that modification of expectations during the course of funding may be required by BJA. *IIR* reserves the right to convey to the *County*, in a written amendment to this *Agreement*, any additional special conditions imposed by the awarding entity, law, or regulation upon *IIR* and/or the *County* after execution of this *Agreement* during the performance of the efforts contemplated by this *Agreement.*

Amendments to Subaward

During the life of the subaward project, the *County* may identify changes or updates to administrative information, project activities, or the project budget. The *County* will send written requests for adjustments to the subaward project to *IIR* for consideration. *IIR* will review the request and may contact the *County* for additional information or to discuss the adjustment. *IIR* will notify the *County* of the outcome of the request.

Circumstances requiring a subaward adjustment include the following:

- Change in subaward contact/notices information
- Request for a no-cost extension
- New project director, designated key staff members, authorized representative, or signing authority
- Movement of dollars between approved budget categories that exceeds 10 percent of the total subaward amount
- Changes in the scope of project activities

Fiscal Management

The *County* has a responsibility to establish and maintain a fiscal management system that ensures fiscal integrity in the project. The *County* should establish and maintain an adequate accounting system and appropriate fiscal controls and records, ensure compliance with all applicable laws and regulations regarding use of the funds, and conduct its activities in a manner that is transparent and provides accountability. The *County* is responsible for ensuring that adequate oversight and monitoring are provided for any subrecipients.

Availability of Funds

Subaward funds can be obligated as of the start date of the subaward period, provided the budget has been approved. The obligation of funds, including all program income, must end on the last day of the subaward period. The *County* will have thirty (30) days from the end date of the subaward period to pay or liquidate outstanding obligations incurred during the subaward period.

Subaward Closeout

Within thirty (30) days after the end date of the subaward, the *County* must submit documentation to initiate the closeout of the subaward. The *County* should:

- Submit a final program report in a format as specified.
- Submit a final financial report in a format as specified.

- Send a final invoice to *IIR* with appropriate documentation to include expenditures not previously invoiced by the *County* (i.e., previously invoiced expenditures are less than the total project expenditures). If the final total expenditures incurred by the *County* for this project are less than the amounts invoiced, the *County* must submit a check for the difference to *IIR*.

Confidentiality

During the period of this *Agreement*, confidential material may be disclosed between the parties to permit agreed-upon services to be performed. Such material will be identified at the time it is provided to the other party. Each party will advise and require all assigned employees, agents, and consultants to treat such material as confidential and will not disclose such information or work products to any person, organization, or corporation. At any time during this *Agreement*, *IIR* may require a separate supplemental nondisclosure agreement to be executed detailing any applicable additional obligations.

Independent Contractor

The *County* agrees that as an independent contractor, the *County* controls the manner and means of work and that there will be no *IIR* employee benefits accruing to the benefit of the *County* personnel, including, but not limited to, unemployment compensation, workers' compensation, health and life insurance benefits, or retirement earnings. The *County* will not make any claims on *IIR* related to benefits reserved for employees. The *County* will indemnify, defend, and hold *IIR* and its officers, directors, and agents harmless from any damages, claims, injuries, disabilities, or other expenses resulting from the *County*'s failure to provide benefits for the *County* and the *County*'s employees. The *County* agrees that *IIR* will pay the *County* the gross amount due without withholding for federal income tax or social security tax, which will be the sole responsibility of the *County*.

Training and Other Materials

The *County* agrees to submit to *IIR,* for submission to BJA for review and approval, materials and efforts funded in whole or in part by this subaward, including curricula, training materials, proposed publications, reports, or other written materials that will be published, including web-based materials and website content, at least forty-five (45) working days prior to the targeted dissemination date.

Statements on Work Products

Any work products prepared by the *County*, including multimedia products and websites, shall include statements provided by *IIR* related to project funding; copyright notices, permission requirements, or dissemination restrictions; and notice that the product does not necessarily reflect the views of the funding agency.

Subaward

The *County* must obtain prior written approval from *IIR* for any subawards that the *County* proposes to enter into as part of the project funded through this *Agreement*. Any subawards issued under this *Agreement* will contain the same clauses and requirements as outlined in this *Agreement*, including the requirement for expense reimbursement. Subawardees must invoice the *County* for actual expenses and provide appropriate supporting documentation. The *County* must, in turn, provide *IIR* with the invoices and supporting documentation received from the subawarded entities with the related invoice from the *County*. The *County* agrees to comply with its oversight and monitoring responsibilities for subawards issued by the *County* in compliance with 2 Code of Federal Regulations (CFR) Part 200 Uniform Requirements.

Sole Source Approval

All purchases/contracts under this *Agreement* should be competitively awarded unless circumstances preclude competition. When a purchase/contract exceeds $250,000 and there has been no competition, the *County* must forward justification for the purchase/contract and obtain approval from *IIR* prior to finalizing the purchase/contract.

Consultant Rates

Consultant rates (excluding travel or other expense reimbursements) cannot exceed $650 per day (which is $81.25/hour). A detailed justification must be submitted to and approved by *IIR* prior to obligation or expenditure of consultant rates that exceed the $650 daily rate.

Indirect Cost Requirements

Prior to charging indirect costs to this subaward, the *County* must provide either an approved Federal Negotiated Indirect Cost Rate Agreement (NICRA) or other indirect cost allocation plan/rate in accordance with 2 CFR Part 200 to *IIR*. If an updated NICRA is received by the *County,* it must be forwarded to *IIR* within thirty (30) days after receipt from the issuing agency/entity. If the cost allocation plan/rate is to be approved by *IIR* as the oversight/awarding agency in accordance with 2 CFR Part 200, then the *County* shall permit *IIR* and/or its auditors to have access to the records and financial statements of the *County* as necessary for *IIR* to comply with its responsibilities. The most recent version of the NICRA or other indirect cost allocation plan/rate shall be provided to *IIR* during the *Agreement* closeout process.

Records Maintenance

The *County* shall keep and maintain, in accordance with federal rules and regulations, full, accurate, and complete books, accounts, records, and documentation of all income, costs, and expenses pertaining to this *Agreement*. The *County* shall retain all such books, accounts, records, and documentation for the period specified in the federal rules and regulations or for a period of three (3) years after the expiration, termination, or cancellation of this *Agreement*, whichever is longer. Anything contained herein to the contrary notwithstanding, if any litigation, claim, or audit is made, filed, or commenced before the expiration of the specified retention period, the *County*

shall retain all books, accounts, records, and documentation until all litigation, claims, or audit findings have been resolved and final action taken.

Information Requests

The *County* agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Monitoring

The *County* agrees to comply with *IIR* and the federal funding agency monitoring guidelines, protocols, and procedures and to cooperate on all monitoring requests related to this *Agreement*, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The *County* agrees to provide all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this *Agreement*. Further, the *County* agrees to abide by reasonable deadlines set for providing the requested documents. Failure to cooperate with monitoring activities may result in sanctions affecting this *Agreement*, including, but not limited to, withholdings and/or other restrictions on reimbursement for the *County*'s expenses and termination of the *Agreement*.

Audit Requirements

Subrecipients that expend $750,000 or more in federal awards annually shall annually engage an independent, licensed certified public accountant to conduct an annual fiscal audit of their operations. The audit shall be conducted in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. The *County* shall permit *IIR* and/or its auditors to have access to the records and financial statements of the *County* as necessary for *IIR* to comply with its oversight and monitoring responsibilities under 2 CFR Part 200 Uniform Requirements. The *County* shall submit one (1) copy of the audit package to *IIR* no later than thirty (30) days after receipt from the audit firm.

Audit and Inspection of Records

IIR, the federal funding agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any books, documents, papers, and records of the *County* that are pertinent to this *Agreement*, in order to make audits, examinations, excerpts, transcriptions, and copies. This right also includes timely and reasonable access to the *County*'s personnel for the purpose of interview and discussion related to such documents.

Corrective Action

The *County* shall take appropriate corrective action within six (6) months after receipt of an audit report (or such shorter period as may be specified by *IIR*) in instances of noncompliance with federal laws and regulations.

Disallowance

In the event that the *County* claims and receives payments from *IIR* hereunder, reimbursement for which is later disallowed by *IIR* or the United States government, the *County* shall, upon request, promptly refund to *IIR* the disallowed amount. At its option, *IIR* may offset the amount disallowed from any payment due or to become due to the *County*.

Nondiscrimination Requirements, Findings of Discrimination, and Equal Employment Opportunity

The *County* will not discriminate against any employee or applicant for employment or subcontractor or bidder because of actual or perceived age, race, color, national origin, religion, sex, disability, sexual orientation, gender identity, ancestry, or mental or physical disability, and it shall comply with the applicable federal laws and regulations. If, in the three (3) years prior to the date of the grant award supporting this effort, the *County* has received any adverse finding of discrimination, or should the *County* during the active life of this contract receive an adverse finding of discrimination against the *County*, after a due process hearing or by reason of a U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Civil Rights compliance review, on the ground of race, color, religion, national origin, or sex, the *County* must submit a copy of the finding to *IIR* for review. *IIR* may be required to forward a copy of any such finding of discrimination to the Office for Civil Rights.

The *County* certifies that it is either in compliance with the applicable Equal Employment Opportunity Plan (EEOP) requirements or that it claims a complete or limited exemption from the EEOP requirements and has completed the EEOP Certification Form.

Limited English Proficiency

The *County* agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this *Agreement* for persons with limited English proficiency, pursuant to information located at http://www.lep.gov.

Equal Treatment of Faith-Based Organizations

By regulation, DOJ prohibits all recipient organizations from using financial assistance from DOJ to fund explicitly religious activities. The *County* agrees to avoid such prohibited conduct. For more information, see https://ojp.gov/about/ocr/partnerships.htm. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff members. Questions in this regard should be directed to the Office for Civil Rights.

Arrest and Conviction Records

Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. The *County* agrees to avoid the misuse of arrest or conviction

records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf for more details.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

The *County* will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award or subaward covered by 31 United States Code (U.S.C.) § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award or subaward. Such disclosures are forwarded from tier to tier up to the recipient. The *County* shall (i) comply and, for subawards or subcontracts hereunder that exceed $100,000, require its subcontractors hereunder to comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees, and, for subawards or subcontracts hereunder that exceed $100,000, its subcontractors hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this *Agreement* shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.

System for Award Management (SAM) Registration

The *County* represents that the *County*'s registration in the System for Award Management (SAM) is active and that the SAM registration will be maintained throughout the period of the *Agreement*. Should the registration become other than active, the *County* will promptly notify *IIR*. If the SAM registration is not active, payments to the *County* for invoices submitted may be delayed until the SAM registration becomes active. If the SAM registration does not return to an active status within thirty (30) days, the *Agreement* may be terminated.

Debarment and Suspension

No contract that equals or exceeds $25,000 shall be made to parties listed as suspended or debarred in the SAM. See https://www.sam.gov/SAM/ for more information. The *County* represents that it and its principals are not now and have not been at any time in the last five (5) years suspended, debarred, or otherwise excluded from receiving federal contracts. The *County* shall not knowingly enter into any lower-tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Should the *County* become debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, the *County* will promptly notify *IIR*. If the *County* is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, payments to the *County* for invoices submitted to *IIR* may be delayed and/or the *Agreement* may be terminated.

False Claim; Criminal or Civil Violation

The *County* must promptly refer to *IIR* any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds.

Americans with Disabilities Act (ADA) Requirements

The *County* shall comply with the Americans with Disabilities Act (ADA) requirements, which guarantee nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and the *County* programs, activities, and services, including applicable requirements related to website access and use by the disabled.

Political Activities Prohibited

None of the funds provided directly or indirectly under this *Agreement* shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this *Agreement* nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

Prohibited Use of Funds Under 18 U.S.C. § 1913

The *County* will not use any funds awarded by the federal government (including through this subaward) to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government.

Personally Identifiable Information

In order for *IIR* to comply with its obligations related to actual or imminent breaches of information, the *County* agrees to immediately report any suspected, actual, or imminent breach of personally identifiable information related to its performance under this *Agreement* to *IIR* and conform with other procedures as required by the "IIR Breach of Personally Identifiable Information Procedures" provided to the *County* as Attachment C and incorporated by reference here or as may also be required by the *County*'s state law.

Text Messaging

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 *Federal Register* 51225 (October 1, 2009), DOJ encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by DOJ and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Trafficking in Persons

The *County* agrees to, at any tier, comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the *County* and any subrecipients or employees of the *County* or its subrecipients. The details of the *County*'s obligations related to prohibited conduct related to the trafficking of persons are posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

Right, Title, and Interest

The *County* shall retain the *County*'s copyright in all original works of authorship fixed in any tangible medium of expression that are prepared, developed, or written by the *County* as part of the work hereunder. The *County* hereby grants to the federal awarding agency through *IIR* (hereafter *IIR*) and to *IIR*'s successors, assigns, and licensees (i) permission to record, by any means, all speeches and presentations made by the *County* or others on behalf of the *County* as part of the work hereunder and (ii) a nonexclusive, irrevocable, worldwide license to distribute, reproduce, use, display, exhibit, exploit, publish, prepare derivative works, sublicense, sell, and otherwise dispose of the work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines, and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by *IIR* pursuant to this section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented, or modified by the *County* or others on behalf of the *County* as part of or in connection with the work to be performed or furnished under this *Agreement* (collectively referred to as "developments"), anywhere throughout the world, in any medium that exists or that may hereafter be developed, free of any royalty or license fee whatsoever.

The *County* acknowledges that this *Agreement* is funded by federal funds and that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for federal purposes (i) any work subject to copyright developed under an award or subaward and (ii) any rights of copyright to which a recipient or subrecipient purchases ownership with federal support. The *County* acknowledges that unless waived by the federal awarding agency, the federal government has the right to (i) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify, or limit the rights of the federal government in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

"Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

It is the responsibility of the *County* (and of each subrecipient, if applicable) to ensure that this condition be included in any subaward under this award. The *County* has the responsibility to

obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the *County*'s obligations to the government under this subaward. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the government such rights, the *County* shall promptly bring such refusal to the attention of *IIR* and not proceed with the agreement in question without further authorization from *IIR*.

The parties agree that any breach of either party's obligations related to right, title, and interest may result in irreparable and continuing injury and damage to the affected party for which there will be no adequate remedy at law, entitling the affected party to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

Patent Rights Clause

With respect to any subject invention in which the *County* or a subaward recipient or subcontractor retains title, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

The *County* will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions. Communication on matters relating to this Patent Rights Clause should be directed to *IIR*, which will review and forward them to the General Counsel, OJP, DOJ.

Association of Community Organizations for Reform Now (ACORN)

The *County* understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Airfare

The *County* understands and acknowledges that no federal funds shall be used to pay for any part of air travel that includes business or first-class seating except as authorized by *IIR* prior to booking such tickets.

Travel Reimbursement; Meals and Lodging

The *County* understands that meal and lodging expenses must conform to the limits established by the U.S. General Service Administration as published at http://www.gsa.gov. Authorized travel will be reimbursed in accordance with *IIR*'s Travel Policy for Non-IIR Employees.

Food and/or Beverages

The *County* understands and acknowledges that for purposes of this subaward, food and/or beverage expenses are not allowable expenses for training sessions, meetings, conferences, or other similar functions.

Meeting Rooms and Audiovisual

The *County* understands and acknowledges that utilization of and costs for meeting rooms and audiovisual services must comply with the requirements included in the DOJ Grants Financial Guide.

Indemnification

To the fullest extent permitted by law, each party shall forever indemnify, defend, and hold harmless the other party, its officers, directors, employees, representatives, agents, members, and affiliates and each of its or their heirs, personal representatives, successors, and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost, and expense (including reasonable attorney fees and court costs), of whatever kind or nature, that may be asserted against or suffered or incurred by the foregoing indemnities, or any of them, and that arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation, or term by the indemnifying party hereunder, or by reason of any act or omission of the indemnifying party, its officers, employees, subcontractors, subrecipients, representatives, or agents in the performance of the work.

Insurance

Without limiting its obligations hereof, the *County* shall procure, maintain, and keep in force during the term hereof the following insurance coverage: (i) workers' compensation insurance in any amount required by law; (ii) employer's liability insurance in amounts required by law; (iii) comprehensive general liability insurance with coverage of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, or non-owned vehicles used in performance of the work, with a minimum combined single limit of $1,000,000 for bodily injury and property damage; and (v) all other insurance required by local, state, and federal laws. As used herein, "insurance coverage" encompasses self-insurance maintained by government agencies. The *County* will provide Certificates of Insurance upon request by *IIR*.

Termination Due to Unavailability of Federal Funding

This *Agreement* is subject to and contingent upon the continuing receipt of federal funds from the federal awarding agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are suspended, withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, *IIR* may terminate or modify this *Agreement*, in whole or in part, effective immediately upon written notice to the *County*. Applicable costs incurred up to the effective date of the termination will be reimbursed by *IIR* in accordance with the compensation clauses detailed in the *Agreement*.

Cancellation for Cause

In the event that either party (i) becomes insolvent, subject to receiverships, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation, or term hereof, including, without limitation, the failure to satisfactorily perform the work within the time requirements specified in this *Agreement*; or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the work (hereinafter the "defaulting/breaching party"), then the canceling party may, in addition to and not in limitation of all other rights and remedies specified in this *Agreement* or available at law or in equity, cancel all or part of this *Agreement* for cause. Cancellation shall be effective upon written notice to the defaulting/breaching party (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to the defaulting/breaching party and the subsequent failure of the defaulting/breaching party, within five (5) business days of such notice, to provide evidence satisfactory to the canceling party that the declared default of breach has been corrected.

Termination for Force Majeure

This *Agreement* is subject to any unforeseeable circumstance beyond the reasonable control of and without fault or negligence of a party that makes it illegal or impracticable for such party to perform its material obligations hereunder (an event of force majeure), including, without limitation, acts of God, war, national emergency, terrorism and/or response thereto, government regulations, strikes, and civil disorder. This *Agreement* may be terminated upon the occurrence of an event of force majeure by written notice from the affected party to the other.

Governing Law and Jurisdiction

This *Agreement* is governed by and shall be construed in accordance with the substantive laws of the United States and the state of Florida, without regard to principles of conflicts of law. The parties irrevocably consent to nonexclusive personal jurisdiction in any court of competent jurisdiction located in Leon County, Florida, with respect to any action arising out of or pertaining to this *Agreement*.

Disputes

Except as otherwise provided in this *Agreement*, any controversy, claim, or dispute arising out of or relating to this *Agreement* shall be resolved through nonbinding mediation and/or binding arbitration. Florida will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The parties agree to use their best efforts to resolve any disagreement that arises out of this *Agreement* prior to seeking remedy by law.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this subaward for legitimate business purposes,

to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. In signing this *Agreement,* the *County* provides its written approval as required by this section to *IIR* for *IIR*'s use in publicizing or discussing efforts funded by this subgrant.

Severability

If any term, covenant, condition, or provision of this *Agreement* is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.

Captions

Captions used in this *Agreement* are provided for convenience of reference only and shall not be used to construe meaning or intent.

Waivers and Remedies

A waiver of any covenant, term, or condition of this *Agreement* shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this *Agreement* shall be construed to be a waiver of any other covenant, term, or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term, or condition. All remedies afforded in this *Agreement* shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this *Agreement* or by law in equity.

Entireties

This *Agreement*, which includes Attachments A through F and the *County*'s response to the solicitation hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this *Agreement*, and this *Agreement* supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this *Agreement* shall be binding unless the same is in writing and signed by the respective parties hereto.

Binding Effect

This *Agreement* shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

Survival

Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms, and provisions shall remain in effect and shall survive the termination, expiration, or cancellation of this *Agreement*, whether by expiration of time, operation of law, or otherwise.

ATTACHMENT C

Institute for Intergovernmental Research (IIR)
Breach of Personally Identifiable Information Procedures
(September 2018)

These procedures apply to any actual, imminent, or attempted but unsuccessful breach of personally identifiable information (PII) created, collected, used, processed, stored, maintained, disseminated, or disclosed by the Institute for Intergovernmental Research (IIR) by IIR employees and those performing efforts on behalf of IIR.

Definitions

- **Personally identifiable information** encompasses "personal information," as may be defined by state law, as well as any other information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.[1]

- **Breach** means the loss of control over, the unauthorized disclosure or acquisition of, or any similar occurrence affecting IIR PII where:

  (1) An unauthorized user accesses or potentially accesses PII; or

  (2) An authorized user accesses or potentially accesses PII for an other-than-authorized purpose.[2]

  "Breach" includes attempted but unsuccessful attempts, events such as the loss or theft of physical documents containing PII, the loss or theft of portable electronic devices storing PII, the inadvertent disclosure of PII on a public website, or oral disclosure of PII to a person not authorized to receive that information.[3] A reported or known incident may, upon investigation, later be determined to have involved a breach of PII.

- **Incident** is an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.[4]

[1] See 2 Code of Federal Regulations (CFR) § 200.79. PII, for breach purposes, may include information about an individual that is available in public sources. The term "PII" is necessarily broad. To determine whether breached information is PII, IIR must perform on a case-by-case basis an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual and applicable federal and state law. PII, for breach purposes, might not include information that is encrypted, secured, anonymized, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable. See, for example, Office of Management and Budget (OMB) M-17-12 at https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2017/m-17-12_0.pdf.

[2] OMB M-17-12.

[3] Good-faith access of personal information by an employee or agent of IIR may not constitute a breach, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use. State statutory definitions of "breach" must also be reviewed in states where IIR employees or those performing efforts on behalf of IIR deal with PII (e.g., Section 501.171, Florida Statutes, and Tennessee Code § 47-18-2107).

[4] OMB M-17-12.

IIR Breach Standards

IIR shall take reasonable measures to protect and secure data in electronic or any other form containing PII and shall promptly respond to any suspected or actual breach of PII.

In handling PII, IIR is responsible for providing information security protections against the harm resulting from the unauthorized access, use, disclosure, disruption, modification, or direction of:

(1) Information collected or maintained by IIR or on behalf of entities for which IIR is performing services or efforts.

(2) Information systems used or operated by IIR on behalf of entities for which IIR is performing services or efforts.

Any third party acting on behalf of IIR who handles, maintains, or accesses systems for IIR that contain PII shall follow these IIR standards and procedures.

Any reported suspected or actual breach of PII involving IIR operations or the operations of those acting on behalf of IIR must be promptly addressed. IIR will conform with all required breach notifications or other obligations related to IIR breaches of PII, as defined by applicable federal and state laws.[5]

All IIR employees and any other individuals handling, maintaining, or accessing PII on behalf of IIR at any location shall immediately report a suspected or confirmed breach in any form to the IIR Chief Information Officer (CIO). Do not wait for confirmation that a breach has in fact occurred before reporting a suspected breach to the CIO. Undue delay may undermine IIR's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.

Any misplaced, lost, or potentially stolen device containing PII should be reported to the CIO immediately, even if there is a belief that the device may later be located.[6] If the CIO is unavailable, notify an IIR manager. That manager must then promptly ensure that appropriate IIR IT security personnel are immediately notified.

The CIO will notify the IIR Chief Executive Officer (CEO) of the actual or suspected breach and take appropriate steps to respond to any actual or suspected breach, including ensuring that required notifications are timely made.[7] The CIO may enlist the assistance of others within IIR to help implement a prompt and effective response to a breach and to ensure that applicable federal and state law requirements are met. The response of IIR shall

[5] Section 501.171, Florida Statutes, applies to IIR's Florida activities, since IIR is a Florida corporation. Tennessee Code § 47-18-2107 applies to IIR's Tennessee-sited activities. Statutes of other states in which IIR employees or agents handle PII may also apply on a case-by-case basis.
[6] Such devices include, but are not limited to, laptops, tablets, and cell phones.
[7] Notices may be required by federal or state law, grant special conditions, or government rules or regulations.

take into account the nature of the breach, the context in which the PII has been breached, and the actual or probable risk of harm to individuals potentially affected by a breach.[8]

Failure by IIR employees to conform with these requirements may result in discipline. Failure by entities under contract with IIR to conform with applicable requirements may result in termination of their contractual status.

Compliance With Federal Grant Breach Notification Requirements

When IIR, as a grant recipient, uses or operates a federal information system[9] or creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of a federal award, IIR shall ensure that its procedures to respond to a breach are followed and that IIR conforms with any terms and conditions imposed by its client(s) in the event of a breach.

As required by federal grant conditions, IIR must report an actual or imminent breach of PII to an OJP (award) Program Manager no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach.

Compliance With State Notice Requirements

IIR and entities acting on behalf of IIR shall ensure that they comply with all notification obligations required by state law applicable to the site in which IIR activities involving PII are occurring.

After-Action Report

The IIR CIO shall conduct an internal analysis of any attempted or actual breach of PII collected or maintained by IIR to determine whether additional security standards or other procedures are needed and whether all required actions, notifications, and responses have occurred in a timely fashion. The CIO should forward a formal written after-action report to the IIR CEO, including any suggested revisions to current procedures or needed additional security standards.

[8] For example, a generic list of law enforcement personnel and their associated office phone numbers may not be of concern. However, a list of law enforcement personnel engaged in undercover investigations, a list revealing family members or residential addresses, and PII revealing personal medical information are of concern.
[9] See OMB Circular A-130.

Institute for Intergovernmental Research
Subaward FFATA Reporting Data Sheet—Attachment D

SECTION 1—General Questions	
Entity Name on Subaward	County of Oneida
Entity FEIN Number (must be 9 digits)	15-6000460
SAM.gov Unique Entity ID (UEI)	ZPE7BYWV84S3
Amount of Subaward	$100,000.00
Start Date of Subaward	03/01/24 (or upon execution)
End Date of Subaward	7/31/2025

SECTION 2—Applicability for Sub Reporting of Compensation Information	
QUESTION 1: During your preceding fiscal year, did your company (under this DUNS/SAM UEI #) receive: (a) 80 percent or more of your annual gross revenues in federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **AND** (b) $25,000,000 or more of your annual gross revenue from federal awards? --- If both (a) AND (b) are yes, enter "YES"; if not, enter "NO" in the space to the right.	**No**
QUESTION 2: Does the public have access to information about the compensation of the top five highest-paid executives of your company through periodic reports filed under **EITHER** Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) **OR** Section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104]. --- Enter either "YES" or "NO" in the space to the right.	**No**
If you answered "YES" to question 1 AND you answered "NO" to question 2 above, then enter the data in Section 3 below. If you have any other combination of answers to questions 1 and 2, then you do not need to complete Section 3.	

SECTION 3—Compensation of Highly Compensated Officers	
Enter the names of the top five highly compensated officers **in descending order**:	Enter total compensation* earned in the preceding fiscal year per the instructions below:

***Total Compensation shall be calculated based on the sum of (1) through (6) below:**

(1) Salary and bonus.
(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
(3) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
(5) Above-market earnings on deferred compensation, which is not tax-qualified.
(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds $10,000.

Attachment E – Award Additional/Special Conditions to Cooperative Agreement 15PBJA-21-GK-01074-MUMU Supplement 02

Award Conditions

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full

below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm

employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of

suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

33

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

34

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

35

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

36

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

37

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

38

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39

Recipient understands and agrees not to engage in activities constituting organizational conflicts of interest, such as bidding on specifications it guided as part of the provision of training and technical assistance under this award. Actions that may give rise to organizational conflicts of interest under awards are described in the Procurement Standards in 2 C.F.R. Part 200 (the Part 200 Uniform Requirements) and the DOJ Grants Financial Guide. Prior approval from the grant manager is required for any work with an organization or entity that would receive training or technical assistance under this award.

40

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical

infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

41

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

42

Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

43

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44

Statement of Federal Involvement

Due to the substantial Federal involvement contemplated in completion of this project, the BJA has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and BJA's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and BJA will provide input and re-direction to the project, as needed, in

consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, BJA, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with BJA. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and BJA. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

45

The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

46

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

47

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

48

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to

the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

50

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

51

Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year

in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

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Attachment F

Bureau of Justice Assistance (BJA)

Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP)

Reaching Rural Implementation Funding Application

Initiative Overview and Application

Introduction

The United States is experiencing a crisis of drug overdose deaths. While no corner of the country has gone untouched by the overdose crisis, it has hit rural America particularly hard. In July 2022, the Centers for Disease Control and Prevention (CDC) noted that drug overdose death rates continue to rise in rural and urban areas. In eight states—California, Connecticut, Maryland, New York, North Carolina, North Dakota, Vermont, and Virginia—the rate of drug overdose deaths in rural counties was higher than in urban counties.

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), the Centers for Disease Control and Prevention (CDC), and the State Justice Institute (SJI) are co-sponsoring this initiative.[1] The Institute for Intergovernmental Research (IIR) is releasing this solicitation on their behalf.

BJA, CDC, and SJI support this initiative as part of an ongoing interagency partnership to strengthen public safety and public health collaboration under BJA's Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP). COSSUP provides funding and training and technical assistance (TTA) to state, local, tribal, and territorial partners to support a comprehensive response to illicit substance use and misuse; reduce overdose deaths; promote public safety; and support access to prevention, harm reduction, treatment, and recovery services in the community and justice system.

About the Opportunity

The Reaching Rural Implementation grant is designed for rural communities participating in the Reaching Rural planning fellowship. Only those individuals or jurisdictions who will complete the Reaching Rural Fellowship in December 2023 are eligible to apply for this opportunity. The implementation funds provided through this opportunity are intended to provide up to $100,000 over a 15-month grant award period to either launch a project planned during the Reaching Rural fellowship, implement a new

1 The Reaching Rural initiative and associated funding are continuations of the work done under the Rural Responses to the Opioid Epidemic (RROE) initiative.

initiative, or enhance an existing initiative, that aligns with the allowable funding categories outlined in this solicitation. Communities seeking longer-term federal funding are encouraged to apply for the Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) grant during their first year of the implementation grant.

Eligibility to Apply

The applicant agency may be a county, city, or tribal entity. All proposed activities supported under this solicitation are designed for rural communities. To determine if your community is defined as "rural," please use the Rural Health Grants Eligibility Analyzer, a tool maintained by the Health Resources and Services Administration (HRSA). If you believe your community is rural but not identified as such by the HRSA tool, please provide documentation that your community has been designated rural by an alternative state or federal agency.

Implementation grants are designed to provide up to $100,000 over a 15-month grant award period to applicants that will complete the Reaching Rural Fellowship in December 2023 who:

- Apply with a team that demonstrates a cross-sector partnership that, at a minimum, includes at least one justice or public safety practitioner, at least one public health representative, and at least one behavioral health practitioner; and
- Have an identified Project Coordinator. The Project Coordinator will serve as the primary point of contact for the initiative and will a) provide monthly progress and performance data to federal funders and IIR; b) document challenges in implementation and successful strategies developed; and c) submit semiannual progress reports to federal funders and IIR and ensure timely submission of all reporting elements; and
- Propose a project that aligns with the allowable uses associated with this funding opportunity; and
- Demonstrate the ability to launch their initiative within three months of being awarded funds.

Implementation grants are designed for rural communities that have not previously received and/or are not currently receiving federal funding from the Bureau of Justice Assistance through the Comprehensive Opioid, Stimulant, or Substance Use Program (COSSUP) (or earlier iterations, including the Comprehensive Opioid, Stimulant, or Substance Abuse Program or the Comprehensive Opioid Abuse Program) as either a grantee or a subgrantee. Participating in the Reaching Rural planning initiative does not guarantee that a community will be awarded an implementation grant.

Benefits of Receiving an Implementation Grant

Participation in the implementation grant includes:

- Funding to launch a project developed during the Reaching Rural planning initiative or to implement or enhance an initiative that aligns with the allowable funding categories outlined in this solicitation.
- Coaching and support during implementation.
- Access to a diverse network of peers, innovative rural communities, and technical assistance (TA) providers.

Time Commitment Associated with the Implementation Grant

- Each grantee will need to identify a Project Coordinator. Coordinators will participate in quarterly all-site calls with all implementation

grantees. These calls will be mandatory and will be scheduled for two hours.

- All project partners, including the coordinators and their partners, will participate in an all-site call at 7 months and 15 months to report on their project's progress. This call will be scheduled for a half day.

Allowable Funding Activities

Grant funds may be used to develop or implement any combination of the allowable activities described below. Proposed projects must be cross-sector and collaborative in nature, engage a justice-involved population, and focus on prevention, recovery, treatment, and/or harm reduction. Applicants are strongly encouraged to propose projects that can be sustained and/or projects that can be integrated into existing efforts within your community and/or region. The target population for all activities is justice-involved individuals with substance use or co-occurring disorders. The budget cannot exceed $100,000 for a 15-month grant award period. Funds may be used to pay for personnel, benefits, supplies, and training, to lease a vehicle and/or to rent office space. Unallowable funding activities include: prizes, rewards, entertainment, trinkets, or any other monetary incentives; client stipends; gift cards; the purchase of vehicles, buildings, drones, or food and beverages; and construction.

1. Programs or Strategies that Connect Justice-Involved Individuals to Care

Funds may be used to provide connections to care for people in the justice system who have substance use disorders or co-occurring substance use and mental health conditions through programs or strategies that:

- Support pre-arrest law enforcement diversion and deflection strategies, prosecutor diversion programs, pretrial diversion programs, or court-diversion programs that provide recovery support and/or access to substance use treatment.
- Provide case management, evidence-informed treatment, medication-assisted treatment, recovery support, harm reduction, or other services to incarcerated people with a substance use disorder, leaving jail, under community corrections supervision, or in re-entry programs.

2. Programs or Strategies that Support People in Treatment and Recovery

Funds may be used to support and promote programs or strategies that:

- Embed or co-locate peer recovery support specialists, recovery support court navigators, or social workers, in justice or public safety settings to increase access to recovery support services to individuals and their families.
- Provide access to housing for justice-involved people with a substance use disorder or co-occurring disorder, including supportive housing, recovery housing, or recovery housing programs.
- Provide transportation to treatment or recovery services for justice-involved persons with substance use disorders and/or co-occurring disorders.
- Provide employment training or educational services for justice-involved persons with substance use disorders and/or co-occurring disorders, such as job training, job placement, interview coaching, and community college or vocational school courses.
- Engage non-profits, faith-based communities, and community coalitions to support justice-involved people in treatment and recovery and their families.

3. Programs or Strategies that Prevent Overdose Deaths

Funds may be used to support efforts to prevent overdose deaths or other substance use-related harms through strategies that:

- Increase the availability of naloxone to justice-involved persons, including persons released from jails and prisons or people on pretrial or probation supervision.

4. Programs or Strategies that Support Coordination Across Sectors

- Applicants may elect to fund a coordinator to facilitate cross-sector initiatives. This coordinator may be the same as the project coordinator for the Reaching Rural planning initiative or a different person. If a coordinator is funded, they must be primarily engaged in activities that are cross-sector in nature versus serving a single agency or discipline. Appropriate roles for a coordinator include:
  - Helping the local or regional cross-sector team maintain a systemic focus over time (e.g., working on projects that benefit multiple agencies, not a single agency).
  - Facilitating communication among cross-sector agencies.
  - Establishing a communications strategy to provide policymakers, practitioners, and the public with information about the initiative, including documenting and promoting local achievements.
  - Guiding the planning and implementation of local initiatives, including a comprehensive, cross-agency strategy for achieving the goals and objectives of the initiative.
  - Cultivating and maintaining effective partnerships with key public health/behavioral health staff and public safety/criminal justice staff to achieve the goals and objectives of the initiative, with strategic attention to cross-agency data sharing and data integration.
  - Coordinating and convening workgroups and required subgroups of the initiative and ensuring follow-up to key action items and proposals.
  - Guiding the development, evaluation, and improvement of business processes, policies and procedures, and other protocols commonly associated with information management and data sharing, integration, and analysis.
  - Maintaining partnerships with internal and external partners such as other city, county, and state agencies; community organizations; advocacy groups; and nonprofit organizations, foundations, and private entities.
- Applicants may propose to host a local or regional training on best practices for addressing the needs of criminal justice-involved persons with substance use and any co-occurring substance use and mental health conditions to law enforcement, correctional, or judicial personnel or providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in the sections above. This may include hosting a day-long cross-sector training. No more than $20,000 of the total budget can be used for training and/or conference support.

  The cost of supporting travel for speakers for this event is an allowable expense. Speaker fees are capped at $850 per day. The cost of providing food or beverages at local or regional training is not an allowable expense under federal guidelines and cannot be included in the budget.

Additional Mandatory Application Requirements

Team Letters of Commitment

Each named team member must submit a letter that demonstrates cross-sector support of this project and agreement to participate in project activities, including active engagement in the virtual kickoff

event, potential peer exchanges, onsite TA, regular communication with the project coordinator and coaches, and assistance with developing the final comprehensive, cross-sector strategy for achieving the goals and the objectives of the planning process. Letters should respond to the following:

- How can you, in your role, meaningfully contribute to the team's work over the next year and improve your community's response to substance use? We recognize that each sector plays a different role and that not every role is responsible for direct service delivery.
- Express commitment to the time requirements.

Important: If a team member is not an elected official, judge, or agency/department director, the individual must also submit a letter from their agency director indicating their support for the team member's engagement in the project.

Budget and Associated Documentation

The Budget Worksheet and the Budget Narrative are combined in a single document collectively referred to as the Budget Worksheet. The Budget Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. The Excel workbook contains a worksheet for your budget and proposed activities, which you should use to cover the full 15 months of your project. Using the Activities tab, complete the budget and use the budget narrative in each section to explain the necessity of the expenses. All applicants should use the Excel version when completing the proposed budget in an application, except in cases where the applicant does not have access to Microsoft Excel or experiences technical difficulties. If an applicant does not have access to Microsoft Excel or experiences technical difficulties with the Excel version, the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version. The Excel version of the Budget Detail Worksheet can be accessed at http://s.iir.com/pK4jeVKS and the PDF version can be accessed at http://s.iir.com/kVfgsPtc.

The Budget Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with federal funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs. For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm.

The Budget Summary page will auto-calculate from the Activities tab and will reflect the amounts in the activity categories. The Budget Worksheet should be uploaded via the application survey.

Indirect Cost Rate Agreement (if applicable)

Indirect costs may be charged to an award only if:

a. The recipient has a current (unexpired), federally approved indirect cost rate; or

b. The recipient is eligible to use, and elects to use, the de minimis indirect cost rate described in the Part 200 Uniform Requirements, as set out at 2 CFR 200.414(f).

An applicant with a current (unexpired) federally approved indirect cost rate must upload a copy of the indirect cost rate agreement via the application survey. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant's accounting system permits, applicants may propose to allocate costs in the direct cost categories.

Certain OJP recipients have the option of electing to use the de minimis indirect cost rate. An applicant

that is eligible to use the de minimis rate and wishes to use the de minimis rate should upload written documentation via the application survey that advises OJP of both (1) the applicant's eligibility to use the de minimis rate and (2) its election to do so. If an eligible applicant elects the de minimis rate, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. The de minimis rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the de minimis rate.) For the de minimis rate requirements (including information on eligibility to elect to use the rate), see the Part 200 Uniform Requirements, at 2 C.F.R. 200.414(f).

This document should be uploaded via the application survey.

Applicant Certification (Required)

The applicant agency must provide a statement of assurance signed by the authorized representative of the applicant (e.g., county commissioner, tribal leader, county manager, mayor, etc.) organization stating that:

- Federal funds made available through this award will not be used to supplant state, local, or tribal funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities addressed in the application.
- There has been appropriate coordination with all affected agencies.
- The project coordinator will agree to work with BJA and its representatives as well as the selected BJA COSSUP training and technical assistance provider(s) and partner agencies.
- The grantee agrees to be part of a cross-site evaluation, which will involve the collection of deidentified data and being interviewed by an external evaluator.

This document should be uploaded via the application survey.

Accounting System and Financial Capability Questionnaire (Required)

All applicants must download, complete, and submit this form: https://www.ojp.gov/financialcapability.pdf.

This document should be uploaded via the application survey.

Post-Award Requirements

Quarterly Collaborative Calls

The recipient of the funds will be required to have the project coordinator participate in quarterly all-site calls with all implementation grantees. These calls will be mandatory and will be scheduled for two hours each. These calls will be led by IIR and project partners.

All-Sites Calls

All project participants, including the coordinators and their partners, will participate in an all-site call at 7 months and 15 months to report on their project's progress. This call will be scheduled for a half day and will be led by IIR and project partners.

Monthly and Final Reporting

The recipient of funds under this solicitation will be required to submit to IIR monthly progress reports, financial invoices no more than monthly but at least quarterly, a final progress report, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Recipients will be reimbursed for eligible expenses upon receipt of invoices and appropriate documentation. Future awards and fund drawdowns may be withheld if reports are delinquent.

Selection Process

We are committed to ensuring a fair and open process for this initiative. Submitting an application will not guarantee selection to participate in this initiative. The review committee will consist of federal sponsor (BJA, CDC, SJI) representatives, select rural practitioners, IIR, and the coaches from the Reaching Rural planning initiative. The project partners will review and score applications with the final approval of BJA, CDC, and SJI. All selection decisions are final. BJA, CDC, and SJI will be consulted on all aspects of the project, including site selection.

How to Apply

All application components must be submitted via online application here: http://s.iir.com/e6esbpEm. The Excel version of the Budget Detail Worksheet can be accessed at http://s.iir.com/pK4jeVKS and the PDF version can be accessed at http://s.iir.com/kVfgsPtc. A PDF copy of the application questions can be accessed at http://s.iir.com/GzsaA8dA. All required application components must be submitted via online application no later than **5:00 p.m. ET on November 20, 2023**. Applicants will receive a notice of submission upon completion of the online application.

Final award decisions will be made by the project partners by December 20, 2023. Questions about your application? Please send an email to krowings@iir.com and we will respond to your inquiry promptly.

Application Timeline

Applications due: November 20, 2023

Notification of selection: December 20, 2023

Project kick-off: Late January 2024

Applicant Checklist

_____ Online application

_____ Budget

_____ Indirect rate agreement (if applicable)

_____ Applicant certification

_____ Accounting system and financial capability questionnaire

_____ Letters of commitment from each planning team member (and agency directors as needed)

_____ Job description and timeline for hiring cross-sector coordinator (if applicable and requesting funding under Allowable Funding Activity #4)

Visit the Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Resource Center at **www.cossup.org**.

About BJA

The Bureau of Justice Assistance (BJA) provides leadership and services in grant administration and criminal justice policy development to support local, state, and tribal justice strategies to achieve safer communities. To learn more about BJA, visit https://bja.ojp.gov and follow us on Facebook (www.facebook.com/DOJBJA) and X/Twitter (@DOJBJA). BJA is part of the U.S. Department of Justice's Office of Justice Programs.

This project is supported by Grant No. 15PBJA-21-GK-01074-MUMU awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART).

How to use this Workbook:	
The workbook includes several different worksheets. The first worksheet (this one) is an instruction sheet; the next is a summary of the costs; Year 1 and Year 2 worksheets provide the budget detail worksheet and narrative for each year, separetly. **The total cost cells and the summary budget worksheet are formatted to automatically calculate the costs so don't delete the formulas.**	
Budget Category Descriptions:	
Personnel	List each position by title and name of the employee, if available. Show the annual salary rate and the percentage of time devoted to the project. In the budget narrative, include a description of the responsibilities and duties of each position in relation to fulfilling the project goals and objectives. All requested information must be included in the budget detail worksheet and budget narrative.
Fringe Benefits	Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in the budget category (A) and only for the time devoted to the project. All requested information must be included in the budget detail worksheet and budget narrative.
Travel	Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed.
Equipment	List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.
Supplies	List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than $5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.
Construction	Provide a description of the construction project and an estimate of the costs.
Contracts, & Consultant	**Procurement contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate the procurement policy that will be followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole-source procurements. **Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of an 8-hour day rate (currently $650) require additional justification. All requested information must be included in the budget detail worksheet and budget narrative.
Other Costs	List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.
Indirect Costs	Indirect costs are allowed only if: a) the applicant has a current (unexpired), federally approved indirect cost rate; or b. The recipient is eligible to use, and elects to use, the de minimis indirect cost rate described in the Part 200 Uniform Requirements, as set out at 2 CFR 200.414(f). An applicant with a current (unexpired) federally approved indirect cost rate must upload a copy of the indirect cost rate agreement via the application survey. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant's accounting system permits, applicants may propose to allocate costs in the direct cost categories. Certain OJP recipients have the option of electing to use the de minimis indirect cost rate. An applicant that is eligible to use the de minimis rate and wishes to use the de minimis rate should upload written documentation via the application survey that advises OJP of both (1) the applicant's eligibility to use the de minimis rate and (2) its election to do so. If an eligible applicant elects the de minimis rate, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. The de minimis rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the de minimis rate.) For the de minimis rate requirements (including information on eligibility to elect to use the rate), see the Part 200 Uniform Requirements, at 2 C.F.R. 200.414(f).

Project Name:	Camden Life Center Community Café
Localites to be Servec	Western Oneida County-Camden, NY

	YEAR 1		YEAR 2	
PERSONNEL	$	25,000.00	$	6,437.50
BENEFITS	$	7,750.00	$	1,995.63
TRAVEL	$	786.00	$	196.50
EQUIPMENT	$	-	$	-
SUPPLIES	$	996.00	$	249.00
CONTRACTUAL	$	46,520.00	$	7,980.00
OTHER	$	180.00	$	45.00
INDIRECT COSTS	$	1,511.60	$	352.77
TOTAL	$	82,743.60	$	17,256.40

2 YEAR TOTAL $ 100,000.00

Project Name:	Camden Life Center Community Café
Localites to be Served:	Western Oneida County-Camden, NY

YEAR 1

A. PERSONNEL

Position	Name		Annual Salary	% of time Assigned to Project		Total Cost
Intensive Case Manager	Huante, Fred	$	50,000.00	50%	$	25,000.00
					$	-
					$	-
					$	-
					$	-
				Total Personnel	**$**	**25,000.00**

B. BENEFITS

Position	Name		Personnel Cost	Total Fringe Rate		Total Cost
Intensive Case Manager	Huante, Fred	$	25,000.00	31.00%	$	7,750.00
		$	-		$	-
		$	-		$	-
		$	-		$	-
				Total Benefits	**$**	**7,750.00**

PERSONNEL/BENEFITS NARRATIVE: The Intensive Case Manager (ICM) will actively participate in the five town courts within Western Oneida County providing outreach, intake assessments and intensive case management services to assist justice-involved individuals in engaging in care. The ICM will work directly with the Oneida County Forensic Evaluation Unit (FEU) to offer an alternative-to-incarceration program for adults who are involved in the Oneida County criminal justice system and are struggling with mental illness, substance use, intellectual or developmental disabilities, or other behavioral health challenges. The local average salary for staff with a masters in Human Services is appropriately $27.50/hour. The standard work week will be a 35 hour/week or 1820 hours per year. The annual fringe rate will be 31% and is broken down into these benefits: FICA 8%, Health Insurance 17%, short- and long-term disability 2%, unemployment 2% and workers comp 2%.

C. TRAVEL

Destination	Item	Calculation	Unit		Total Cost
Community Travel	12 months	100 miles/month	$0.655	$	786.00
				$	-
				$	-
				$	-
				$	-
				$	-
			Total Travel	**$**	**786.00**

TRAVEL NARRATIVE: Milage reimbursement for staff for job related tasks including home visits, agency meetings, etc.

D. EQUIPMENT

Item(s)	Unit Cost	Quantity		Total Cost
			$	-
		Total Equipment	**$**	**-**

EQUIPMENT NARRATIVE:

E. SUPPLIES

Item(s)		Unit Cost	Quantity	Duration		Total Cost
Office Supplies	$	50.00	1	monthly	$	600.00
Office Postage	$	33.00	12	monthly	$	396.00
					$	-
				Total Supplies	**$**	**996.00**

SUPPLIES NARRATIVE: Funding is included to cover office supplies for the staff member. Office supplies could include pens, paper, postage, storage materials, etc. that will be used to keep client files and share appropriate documentation. Monthly mailings at 50 count x $0.66 for postage based on the 2023 postage rates

F. CONTRACTUAL

Name of Organization or Consultant	Type of Agreement	Contractual Cost per hour	# of hours	Total
Jessica Perusse	Consultant	$ 50.00	13/week	$ 33,800.00
TBD Advertising Company	Consultant			$ 12,000.00
Copier/Printer/Fax	Procurement	$60 per month		$ 720.00
				$ -
			Total Contractual Cost	**$ 46,520.00**

CONTRACTUAL NARRATIVE: Program coordination fee for Ms. Jessica Perusse at $50/hour for 13 hours a week to ensure coordination of cross sector partnerships and program growth including agency coordination, grant writing, and staff supervision. CFLR has a current MOA with Ms. Perusse, and will maintain such, to provide Program Coordination services. CFLR/Camden Life Center shall contract with an advertising company, to be determined, to provide support with community outreach and engagement including an anti-stigma campign through website updates, social media support and press-releases. Leased copier/printer/fax for cafe and staff use, including support agencies providing push in care. The copier/printer/fax/ costs will allow the staff to create informational flyers about programs/services, provide written referrals and program materials to individuals they are working with.

G. OTHER

Item(s)	Unit Cost	Quantity	Duration	Total Cost
Cell phone and monthly plan	$15/month	1		$ 180.00
				$ -
			Total Other	**$ 180.00**

OTHER NARRATIVE: The cell phone will be used by the employee for safety when in the community, coordination with community agencies and maintain communication with staff and clients. The cost of maintaining monthly phone plans **has been included in the budget ($15/month x 12 months).**

H. INDIRECT COSTS

Item(s)	Base	Indirect Cost Rate	Total Cost
De minimis Indirect Costs	72,432	2.086928%	$ 1,511.60
			$ -
		Total Other	**$ 1,511.60**

INDIRECT COSTS NARRATIVE: Oneida County has not obtained a federally approved indirect cost rate. Therefore, we are electing to use the de minimis indirect cost rate. In addition, we will be using 2.086928%, which is less than the standard 10% de minimis rate.

Total Budget	**$ 82,744**

Personnel	$	25,000.00
Benefits	$	7,750.00
Travel	$	786.00
Equipment	$	-
Supplies	$	996.00
Contractual	$	46,520.00
Other	$	180.00
Indirect Costs	$	1,511.60
TOTAL	**$**	**82,743.60**

Project Name:	Camden Life Center Community Café
Localites to be Served:	Western Oneida County-Camden, NY

YEAR 2

A. PERSONNEL

Position	Name		Annual Salary	% of time Assigned to Project		Total Cost
Intensive Case Manager	Huante, Fred	$	12,875.00	50%	$	6,437.50
					$	-
					$	-
					$	-
					$	-
				Total Personnel	**$**	**6,437.50**

B. BENEFITS

Position	Name		Personnel Cost	Total Fringe Rate		Total Cost
Intensive Case Manager	Huante, Fred	$	6,437.50	31.00%	$	1,995.63
		$	-		$	-
		$	-		$	-
		$	-		$	-
				Total Benefits	**$**	**1,995.63**

PERSONNEL/BENEFITS NARRATIVE: The Intensive Case Manager (ICM) will actively participate in the five town courts within Western Oneida County providing outreach, intake assessments and intensive case management services to assist justice-involved individuals in engaging in care. The ICM will work directly with the Oneida County Forensic Evaluation Unit (FEU) to offer an alternative-to-incarceration program for adults who are involved in the Oneida County criminal justice system and are struggling with mental illness, substance use, intellectual or developmental disabilities, or other behavioral health challenges. The local average salary for staff with a masters in Human Services is appropriately $27.50/hour. The standard work week will be a 35 hour/week or 1820 hours per year. The annual fringe rate will be 31% and is broken down into these benefits: FICA 8%, Health Insurance 17%, short- and long-term disability 2%, unemployment 2% and workers comp 2%.

C. TRAVEL

Destination	Item	Calculation	Unit		Total Cost
Community Travel	3 months	100 miles/month	$0.655	$	196.50
				$	-
				$	-
				$	-
				$	-
				$	-
			Total Travel	**$**	**196.50**

TRAVEL NARRATIVE: Milage reimbursement for staff for job related tasks including home visits, agency meetings, etc. Calculated at 2023 rate of: $0.655/mile. As this funding is for 15 months, year 2 costs are show for 3 months.

D. EQUIPMENT

Item(s)	Unit Cost	Quantity		Total Cost
			$	-
		Total Equipment	**$**	**-**

EQUIPMENT NARRATIVE:

E. SUPPLIES

Item(s)		Unit Cost	Quantity	Duration		Total Cost
Office Supplies	$	50.00	3	3 months	$	150.00
Office Postage	$	33.00	3	monthly	$	99.00
					$	-
				Total Supplies	**$**	**249.00**

SUPPLIES NARRATIVE: Funding is included to cover office supplies for the staff member. Office supplies could include pens, paper, postage, storage materials, etc. that will be used to keep client files and share appropriate documentation. Monthly mailings at 50 count x $0.66 for postage based on the 2023 postage rates

F. CONTRACTUAL

Name of Organization or Consultant	Type of Agreement	Contractual Cost per hour	# of hours	Total
Jessica Perusse	Consultant	$ 50.00	13/week	$ 7,800.00
Copier/Printer/Fax	Procurement	$60 per month	3 months	$ 180.00
				$ -
				$ -
			Total Contractual Cost	**$ 7,980.00**

CONTRACTUAL NARRATIVE: Program coordination fee for Ms. Jessica Perusse at $50/hour for 13 hours a week to ensure coordination of cross sector partnerships and program growth including agency coordination, grant writing, and staff supervision. CFLR has a current MOA with Ms. Perusse, and will maintain such, to provide Program Coordination services. Leased copier/printer/fax for cafe and staff use, including support agencies providing push in care. The copier/printer/fax/ costs will allow the staff to create informational flyers about programs/services, provide written referrals and program materials to individuals they are working with.

G. OTHER

Item(s)	Unit Cost	Quantity	Duration	Total Cost
Cell phone and monthly phone pla	$15/month	1		$ 45.00
			Total Other	**$ 45.00**

OTHER NARRATIVE: The cell phone will be used by the employee for safety when in the community, coordination with community agencies and maintain communication with staff and clients. The cost of maintaining monthly phone plans has been included in the budget ($15/month x 3 months).

H. INDIRECT COSTS

Item(s)	Base	Indirect Cost Rate	Total Cost
De minimis Indirect Costs	16,903.63	2.086928%	$ 352.77
			$ -
		Total Other	**$ 352.77**

INDIRECT COSTS NARRATIVE: Oneida County has not obtained a federally approved indirect cost rate. Therefore, we are electing to use the de minimis indirect cost rate. In addition, we will be using 2.086928%, which is less than the standard 10% de minimis rate.

Total Budget	**$ 17,256**

Personnel	$	6,437.50
Benefits	$	1,995.63
Travel	$	196.50
Equipment	$	-
Supplies	$	249.00
Contractual	$	7,980.00
Other	$	45.00
Indirect Costs	$	352.77
TOTAL	**$**	**17,256.40**

ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner
Director of Community Services

April 17, 2024

FN 2024-204

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: Approval of a Subaward to the Center for Family Life and Recovery

Dear Mr. Picente,

On behalf of the Oneida County Department of Mental Health (OCDMH), I am forwarding for your review and approval, a subaward to the Center for Family Life and Recovery (CFLR) for the **Reaching Rural 2023 Implementation Project**. The Reaching Rural 2023 Implementation Project Funding solicitation was released by the Institute for Intergovernmental Research (IIR) to support rural practitioners as they grow as leaders and advance solutions to address the persistent challenges of substance use in their communities. The County was only eligible to apply for this opportunity due to the participation in the Reaching Rural planning fellowship by Ms. Jessica Perusse of the Camden Life Center. A sole source letter was obtained from IIR confirming the County's ability to apply to this project due to Ms. Perusse's fellowship.

The enclosed contract with CFLR is for $98,135.63 for this project, with the contract term beginning upon execution and continuing through July 31, 2025. In the proposed project, the CFLR will provide an Intensive Case Manager (ICM) and a Project Coordinator (Ms. Perusse). Together, they will enhance cross-system partnerships, increase access to care, promote anti-stigma messages, and other collaborative work with IIR and the County. The ICM will work with the Forensic Evaluation Unit (FEU) in Oneida County to offer alternatives to incarceration; work with the five town courts in Western Oneida County to provide outreach, intake assessments, and intensive case management to assist justice involved individuals in engaging in care; and support the overall needs of rural Oneida County.

If this agreement meets your approval, please forward it to the Board of Legislators for further consideration. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you may have regarding this project.

Sincerely,

Ashlee Thompson

Ashlee L. Thompson, MHA, MSEd., Master CASAC
Commissioner of Mental Health
Director of Community Services

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Mental Health

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	___X__

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Center for Family Life and Recovery
502 Court Street, Suite 401
Utica, NY 13501

Title of Activity or Service: Subaward for the Reaching Rural 2023 Implementation Project

Proposed Dates of Operation: Upon Execution - July 31, 2025

Client Population/Number to be Served: Rural Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** The Reaching Rural 2023 Implementation Project Funding solicitation was released by IIR to support rural practitioners as they grow as leaders and advance solutions to address the persistent challenges of substance use in their communities. The County was only eligible to apply for this opportunity due to the participation in the Reaching Rural planning fellowship by Ms. Jessica Perusse of the Camden Life Center. A sole source letter was obtained from IIR confirming the County's ability to apply to this project.

2) **Program/Service Objectives and Outcomes:** Objectives for this project are to enhance the existing Reaching Rural project of the Camden Life Center; increase and coordinate support of cross-sector partnerships; increase participation with the five town courts within Western Oneida County; provide outreach, intake assessments, and intensive case management services to assist justice involved individuals in engaging in care.

3) **Program Design and Staffing:** In the proposed project, the Center for Family Life and Recovery will provide an Intensive Case Manager (ICM) and a Project Coordinator (Ms. Perusse). Together, they will enhance cross-system partnerships, increase access to care, promote anti-stigma messages, and other collaborative work with IIR and the County. In addition to the objectives above, the ICM shall work with the Forensic Evaluation Unit (FEU) in Oneida County to offer alternatives to incarceration.

Total Funding Awarded: $98,135.63 **Account #** A 4310 4310.495-175

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal $/ State $/County $): 100% Reaching Rural Implementation Funding.

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

Mandated Service: No

AGREEMENT

THIS AGREEMENT is by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, hereinafter collectively referred to as the "County," and **Center for Family Life and Recovery, Inc.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 502 Court Street, Suite 401, Utica, NY 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH

WHEREAS, the Institute for Intergovernmental Research (IIR) on behalf of the U.S. Department of Justice, Bureau of Justice Assistance (BJA) published an opportunity through the Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) for funding to state, local, tribal, and territorial partners to support a comprehensive response to illicit substance use and misuse; reduce overdose deaths; promote public safety and support access to prevention, harm reduction, treatment, and recovery services in the community and justice system; and

WHEREAS, the County was asked to collaborate with Jessica Perusse of the Camden Life Center (CLC) under the Center for Family Life and Recovery (CFLR), who has completed a Reaching Rural Fellowship through COSSUP, a requirement in order to apply for a Reaching Rural Implementation grant; and

WHEREAS, the County has built a cross-sector partnership, including Jessica Perusse, which intends to create an Oneida County Reaching Rural Project (OCRRP) to increase programs and strategies that connect justice-involved individuals to care by increasing support services in the five town courts throughout Western Oneida County, NY, applied for and was awarded a Reaching Rural Implementation Funding grant by IIR; and

WHEREAS, the Provider Agency has a professional relationship with Jessica Perusse and CLC and has the structure and organizational support necessary to assist with the administration of the cross-sector partnership and collaboration envisioned in the Reaching Rural Implementation Funding Application (RRIFA); and

WHEREAS, the County wishes to enter into agreement with the Provider Agency to oversee the OCRRP with the CLC; and

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. **TERM:** The term of this Agreement shall be upon execution, through July 31, 2025, or until terminated according to the termination requirements contained within this Agreement, with a possibility of an extension if necessary and approved by the IIR.

2. **SCOPE OF SERVICES:** The Provider Agency shall provide the following services:

2.1. The Provider Agency shall implement programs or strategies that support coordination across sectors for the OCRRP.

a. **Maintain Jessica Perusse as Project Coordinator of the OCRRP:** The Provider Agency shall maintain Jessica Perusse of the CLC as Project Coordinator who shall provide project coordination for the OCRRP as was set forth on the Agency Coordinator Designation Form, annexed hereto and made a part hereof as Appendix G. The Project Coordinator shall dedicate thirteen hours a week to the OCRRP. The Project Coordinator shall provide at minimum, the following services:

i. Coordination of cross-sector partnerships and collaborations;

ii. Ensure program growth including agency coordination, mandatory team member participation, grant writing, and staff supervision;

iii. Work with IIR and its representatives as well as the selected BJA COSSUP training and technical assistance provider(s) and partner agencies;

iv. Participation in all IIR quarterly "all-site calls" with all implementation grantees which will be led by IIR and project partners;

v. Provide progress reports to the County on the OCRRP on a monthly basis before the IIR monthly deadline, as well as the seven- and fifteen-month reports required by IIR also provided to the County before the IIR deadline. These reports shall meet the guidelines and requirements set forth in the Subaward Agreement between the County of Oneida and the IIR attached hereto as Appendix B;

vi. Travel for job related tasks; and

vii. Coordinate all other tasks to ensure the success of the OCRRP.

b. **Employ an Intensive Case Manager (ICM):** The Provider Agency shall employ a qualified ICM who shall participate with local town courts in Western Oneida County, NY. The ICM shall work directly with the Oneida County Forensic Evaluation Unit (FEU) to offer an alternative-to-incarceration program for adults who are involved in the Oneida County criminal justice system and struggling with mental illness, substance use, intellectual or developmental disabilities, and/or other behavioral health challenges. Qualifications for the ICM shall include:

i. Possession of a bachelor's degree in social work, human services, or a closely related Human Service field;

ii. Three years of experience in providing comprehensive case management services to clients;

iii. Organizational, assessment and communication skills commensurate with this position;

iv. Ability to secure cooperation of and work effectively with individuals and agencies in the community;

v. Knowledge of the mental health and substance use delivery system and community resources within Oneida County;

vi. Possesses strong communication and organizational skills, as well as a commitment to providing quality services to clients; and

vii. Valid Driver's License

c. **Advertisement of the OCRRP:** The Provider Agency shall enter into agreement with an advertising company to provide support with community outreach and engagement, including an anti-stigma campaign, through website updates, social media support, and press-releases. Please refer to paragraph 21 of this Agreement and Appendix B, Subaward Agreement between the County and IIR (Attachment E thereof, number 41), for additional details on media and advertising requirements.

d. **Appropriate Documentation of ICM Services:** For all services rendered by the ICM, there shall be appropriate documentation consistent with best practices and Provider Agency standards.

e. **Provide Supervision to the ICM:** Supervision of the ICM shall be facilitated by the Project Coordinator and/or Provider Agency.

3. **COMPENSATION:** For the Services rendered pursuant to this Agreement, the County shall reimburse the Provider Agency a maximum of Ninety-Eight Thousand One Hundred Thirty-Five Dollars and Sixty-Three Cents **($98,135.63)** during the term of this Agreement.

4. **FISCAL ADMINISTRATION:** Payment will be made after submission of a duly prepared Oneida County Voucher ("Voucher") and a separate itemized invoice to OCDMH. Invoices submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the Voucher and shall identify the service line they are related to. Annexed hereto and made part hereof as Appendix C is the Provider Agency's contract budget for the term of this Agreement which contains the service lines. Annexed hereto and made part hereof as Appendix D is the Voucher form to be used. Annexed hereto and made part hereof as Appendix E is the Invoice form to be used. The Voucher and Invoice forms shall coincide with the budget categories and descriptions in Appendix C. It is expressly understood that the County may not reimburse services that are not approved or listed in Appendix C and will not reimburse services which are not approved by IIR.

4.1. The Provider Agency shall ensure that all fund requests associated with this Agreement comply with the Subaward Agreement between the County of Oneida and the Institute for Intergovernmental Research for the Reaching Rural 2023 Implementation Project, annexed hereto and made part hereof as Appendix B.

4.2. The Provider Agency shall ensure that all funds associated with this Agreement do not supplant any funding their organization already receives, and rather supplements items to enhance their program. Annexed hereto and made part hereof as Appendix F is the County's Applicant Certification Letter to IIR which confirms these requirements and the Provider Agency's duty to abide by them.

4.3. In the event that New York State or the County approves or makes changes to the funding amount that is listed in Appendix B, the Provider Agency, at the request of the County, shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for costs not approved for reimbursements by the County or New York State or for changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the Oneida County Commissioner of Finance equal to the amount of any disallowance already paid to the Provider Agency by the County within thirty (30) days of notification. This provision shall apply to this Agreement and all previous agreements between the County and the Provider Agency.

5. **REPORTING REQUIREMENTS:** The Provider Agency agrees to comply with the County's contract monitoring process, which in addition to the completion and submission of quarterly progress reports (as outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, and/or other measures deemed necessary by the County to ensure contract compliance.

5.1. **Performance Reporting:** The Provider Agency agrees to develop, and submit to the County, on the last business day of the following month at the end of each quarter (e.g., January-March report due April 30th), a quarterly progress report containing relevant contract-related outcomes, impacts, de-identified success stories, and updates for that reporting period. After developing the performance report, the Provider Agency shall receive approval by the County. Such report is subject to changes at the discretion of the County. The Provider Agency shall also submit a final report on the OCRRP with overall outcomes and impacts of the project, which shall be shared publicly with the community.

5.2. **Mandated Reporting:** The Provider Agency shall complete all necessary reporting to IIR, BJA, or the County as it pertains to the OCRRP. Refer to paragraph 2.1.a. of this agreement and Appendix B for further information. Annexed hereto and made part hereof as Appendix G which is the Agency Coordinator Designation Form which identifies the Project Coordinator and Financial Coordinator for the OCRRP.

5.3. **Data Sharing:** The Provider Agency shall submit, at minimum quarterly or as specified otherwise, to the County data measures such as statistics relating to provision of ICM services; dissemination of marketing materials; program growth statistics; and any other data that identifies the overall success and/or challenges of the OCRRP. Such information shall be presented in a thoughtful consolidated and clear report, ensuring that information is properly explained.

6. **AOT:** The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by New York State and/or the County for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.

7. **AUDITING:** The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Provider Agency which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transactions. Provider Agency shall maintain all case records, all financial records, and all associated audit information for the minimum schedule as identified in the Retention and Disposition Schedule for New York Local Government Records (LGS-1) issued by the New York State Education Department. Provider Agency shall also make such information available to the County in a format and at intervals to be determined, but, in any event, the records and information shall be available to the County upon request for audit purposes.

8. **MISCELLANEOUS:** The Provider Agency agrees to participate in the development and implementation of the Local Service Plan required by New York State Mental Hygiene Law Section 41.18, as well as other comprehensive planning processes for Oneida County – which may include the Oneida County Opioid Task Force or its associated entity, if requested and if appropriate. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify Services offered by the Consultant; submission of planning reports and CON applications and/or Prior Approval and Review applications to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.

9. **TERMINATION OF AGREEMENT:** Either party may terminate this Agreement by giving fifteen (15) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the Provider Agency fails to comply with legal, professional, County, State, or Federal requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent, or falsifies its records or reports, or if funds are found to be supplanting (duplicating) other Provider Agency funds, or if the Provider Agency fails to fulfill the scope of services in section 2 of this agreement (to include the maintaining of Jessica

Perusse as Project Coordinator), the County may terminate this Agreement effective immediately, or, at the County's option, effective at a later date, after sending notice of such termination to the Provider Agency.

9.1. The County shall be released from any and all responsibilities and obligations arising from the services covered by this Agreement, effective as of the date of termination. The County shall be responsible for payment of all claims for services provided and costs incurred by the Provider Agency prior to the termination of this Agreement that are pursuant to and after Provider Agency's compliance with the terms and conditions herein.

9.2. Notice of termination must be in writing, signed by an authorized official, and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger.

9.3. If it becomes necessary to replace Jessica Perusse for any reason, the County must be notified in writing regarding the replacement and must approve of the replacement in writing before a new Project Coordinator may begin work on OCRRP.

10. **SEVERABILITY:** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such finding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

11. **CHOICE OF LAW:** The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the County of Oneida, State of New York.

12. **CONFIDENTIALITY:** The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in New York State Mental Hygiene Law and any New York State or federal statute regulating such files. Information contained in these files shall be released only in accordance with such laws and further, upon the written consent of the client being served or to the County as outlined below.

12.1. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the County and this information may have been received from other independent contractors and/or licensed agencies. The Provider Agency agrees that all such information will be considered as being confidential and shall not be re-disclosed without the written consent of the individual.

12.2. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

a. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County. This means, among other things, that:

i. The Provider Agency shall only access confidential information for which there is a need to know; and

ii. The Provider Agency shall not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized; and

iii. The Provider Agency shall not misuse confidential information or carelessly handle confidential information.

b. The Provider Agency shall safeguard and shall not disclose any access code or any other authorization that allows access to confidential information. The Provider Agency accepts responsibility for all activities undertaken using any access code and other authorization.

c. The Provider Agency shall report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

d. The Provider Agency understands that the obligations under Section 12 of this Agreement will continue after termination of this Agreement and that it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

e. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The County may at any time revoke any access code, other authorization, or access to confidential information. At all times during the course of providing services under this Agreement, the Provider Agency shall safeguard the confidentiality of all confidential information.

f. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.

12.3. The Provider Agency agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of

AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information: "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

13. **MANDATED REPORTING:** The Provider Agency and its employees and agents, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment to the New York Statewide Central Register as required by New York State Social Services Law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Family and Community (Social) Services. The Provider Agency shall also notify the Commissioner of the OCDMH of any and all reports made to the Statewide Central Register.

14. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS:** To the fullest extent permitted by law, Provider Agency agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any equipment used by or furnished to Provider Agency, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

15. **INSURANCE:** The Provider Agency shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A-(excellent) rating by A. M. Best. Accepted proposals which do not require each of the following types of coverage, in the discretion of the County, may be permitted by the County to omit such type of coverage from the subsequent Agreement.

15.1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than $1,000,000 each occurrence and $3,000,000 Annual Aggregate.

a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

b. Oneida County, and all other parties required of Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.

c. Abuse and Molestation coverage must be included.

15.2. Professional Liability/Errors and Omissions Coverage, if applicable, with limits of $1,000,000 each occurrence and $2,000,000 aggregate.

a. Coverage for review of cases and resulting Professional assessment.

b. Coverage for Abuse and Molestation.

15.3. Automobile Liability:

a. Business Auto Liability with limits of at least $1,000,000 each accident.

b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

15.4. Commercial Umbrella

a. Umbrella limits must be at least $5,000,000.

b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

15.5. Workers' Compensation and Employers Liability.

a. Statutory limits apply.

16. **CERTIFICATE OF INSURANCE:** Prior to the start of any work the Provider Agency shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement (listing the County of Oneida at its principal offices) that is part of the Provider Agency's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County. Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this agreement. Provider Agency shall provide proof of disability insurance, where applicable, prior to the execution of this agreement.

17. **WAIVER OF SUBROGATION:** Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

18. **ASSIGNMENT:** Provider Agency is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Provider Agency's right, title, or interest in this agreement, or Provider Agency's power to execute this agreement, to any other person or entity without the previous consent in writing of the County.

19. **INDEPENDENT CONTRACTOR:**

19.1. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The provider Agency's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as independent contractors, covenant and agree that they shall conduct themselves in accordance with such status, that they shall neither hold themselves out as, nor claim to be officers, employees, agents, or servants of the County or the Department by reason thereof and that they will not by reason thereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County.

19.2. Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship, or other form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance workers' compensation, disability insurance or social

security insurance (FICA). The Provider Agency shall indemnify and hold the County harmless from all loss liability incurred by the County as a result of the County not making such payments or withholdings.

19.3. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom sch discussions or negotiations are initiated.

20. **ACCOUNT REPRESENTATIVE:** Provider Agency shall appoint, by name, a company representative who shall be responsible for servicing this agreement. The representative shall be responsible to provide the services required to ensure that the account would be administered in an organized systematic manner.

21. **MEDIA & ADVERTISING:**

21.1. **Advertising Award:** The Provider Agency must receive written approval from the County before advertising the award of the contract or the services to be provided under this agreement. The Provider Agency agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

21.2. Media: The Provider Agency shall receive written approval from the County before utilizing the County seal and any other logo associated with the County. Final drafts of proposed media materials shall be submitted to the Department for consideration. Please refer to paragraph 2.1.c. of this agreement and Appendix B, Subaward Agreement between the County and IIR (Attachment E therein, number 41), for additional details on media and advertising requirements.

22. **EXTENSIONS AND AMENDMENTS:** In the event that the Provider Agency may require a budget extension or amendment to this Agreement, the Provider Agency shall express, in writing, why it is necessitated. The County shall provide a budget extension document(s) that Provider Agency shall complete in order for consideration of an amendment which will, if approved, then be forwarded for approval to IIR. It is expressly understood that any changes to this Agreement are at the discretion of the County and IIR.

23. **OWNERSHIP OF DOCUMENTS/WORK PRODUCT:** It is agreed that all finished or unfinished documents, data, or reports, prepared by Provider Agency under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.

24. **APPROPRIATIONS:** This agreement is executory only to the extent of the monies reimbursed to the County through the Reaching Rural Implementation grant and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies reimbursed and available for the purpose thereof.

25. **GOVERNING LAW:** All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of laws. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Provider Agency consents to such jurisdiction.

26. **ENTIRE AGREEMENT:** It is understood that this instrument represents the entire Agreement of the parties hereto; both parties shall execute that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence shall be executed thereof. Annexed hereto and made a part hereof as Appendix A (Standard Oneida County Contract Conditions), Appendix B (Subaward Agreement between the County of Oneida and IIR for the Reaching Rural 2023 Implementation Project), Appendix C (Provider Agency Budget), Appendix D (Oneida County Voucher), Appendix E (Oneida County Invoice), Appendix F (Applicant Certification Letter), and Appendix G (Agency Coordinator Form), which are additional terms, covenants, and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

27. **ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS THEREOF, the County and the Provider Agency have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

By: _____ _____
Anthony J. Picente, Jr. Date
Oneida County Executive

CENTER FOR FAMILY LIFE AND RECOVERY

By: Cassandra Sheets 4-17-24
Cassandra Sheets Date
Chief Executive Officer

Approved

By: _____
Ellen Rayhill, Esq.
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Subaward Agreement

Between the

County of Oneida (County)

and the

Institute for Intergovernmental Research (IIR)

for the

Reaching Rural 2023 Implementation Project

This Subaward Agreement (*Agreement*) is entered into as of the 1st day of March, 2024, by and between the Institute for Intergovernmental Research (*IIR*) and the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, NY 13501, by and through its Department of Mental Health, herein collectively referred to as the "County". Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.838 (Comprehensive Opioid, Stimulant, and other Substance Use Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Grant Award Number 15PBJA-21-GK-01074-MUMU, Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Training and Technical Assistance Coordination and Demonstration Program (dated September 23, 2023), for the Reaching Rural Implementation project. The following terms and conditions govern this *Agreement*:

a. The term of this *Agreement* is for the time period from March 1, 2024 to July 31, 2025 for both the project performance and budget. Either party may withdraw by delivering ten (10) days' written notice to the other party of its intent to withdraw from this *Agreement*.

b. The *County* agrees to provide the services mutually agreed upon and identified in the Project Summary in Attachment A. *IIR* agrees to pay the *County* on a reimbursement basis for actual costs incurred as described in the attached Project Summary, up to a total amount not to exceed $100,000.

c. The *County* acknowledges that through this partnership, *IIR* is the primary recipient of grant funds related to the efforts performed under this *Agreement* and is the sole entity through which any communications to the grant-funding agency and all agency personnel related to funding for this effort are to be made unless otherwise specifically approved in advance by *IIR*. The *County* (or recipients of subawards/subcontract issued by the *County*) shall not initiate any direct contact with DOJ, OJP, any other federal entity associated with this effort, or employees of such entity, regarding funding for this project before first receiving specific prior written *IIR* approval to make such contact. The *County* shall, within twenty-four (24) hours of becoming aware of such contact, notify *IIR* of any unauthorized direct contact prohibited by this section.

d. All financial transactions conducted under this *Agreement* will be in compliance with applicable federal financial guidelines, rules, and regulations. The *County* agrees to provide any documentation, upon request by *IIR,* to assure and verify compliance with all applicable federal guidelines, rules, and regulations.

e. Agreed-upon travel expenses incurred by the *County* will be reimbursed in compliance with *IIR* and federal guidelines upon submission of expense reports with backup documentation. The *County* must obtain advance approval from *IIR* for all travel and submit evidence of that approval with the submitted expense report.

f. The *County* will invoice *IIR* for agreed-upon allowable costs incurred during the invoice period. Any indirect costs charged must be consistent with either an approved Federal Negotiated Indirect Cost Rate Agreement (NICRA) or other indirect cost allocation plan/rate in accordance with 2 Code of Federal Regulations (CFR) Part 200. Invoices will include appropriate backup documentation and should be submitted to *IIR* on a monthly or quarterly basis by the fifteenth (15th) day of the following month. *IIR* shall pay the *County*'s invoice within thirty (30) days after submission and *IIR*'s review and approval. However, if *IIR* is unable to draw funds from the Bureau of Justice Assistance (BJA) on the associated award because of issues beyond *IIR*'s control, invoice payment may exceed the thirty (30) days.

g. The *County* must invoice *IIR* for allowable expenses incurred pursuant to this *Agreement* (but not previously invoiced) within thirty (30) days of the expiration of this *Agreement*. Invoices submitted after thirty (30) days of the expiration of this *Agreement* may not be paid because of requirements associated with federal funding availability.

h. The *County* will provide a report with each invoice summarizing the activity to date and changes or delays in the project scope, if any. *IIR* may request additional activity/progress reports during the term of this *Agreement*.

i. At project completion, the *County* will provide a final report on the project. *IIR* may require supplementation or modification of the final report as may be necessary to allow *IIR* to fulfill its federal reporting requirements.

j. The *County* certifies that the services will be performed by qualified personnel who meet federal requirements and have a level of skill commensurate with the requirements set forth in this *Agreement*. The *County* certifies that it will use reasonable care and skill to efficiently and effectively perform the services required to complete the deliverables outlined in the Project Summary.

k. The *County* certifies that all personnel providing service hereunder are United States citizens or are fully and legally authorized to work in the United States. The *County*'s failure to comply with the foregoing is grounds for immediate termination of this *Agreement* by *IIR*.

l. In executing this *Agreement*, the *County* represents that it is fully capable of providing the efforts anticipated and required by the *Agreement* and is not aware of any pending or potential restrictions that would make it unable to successfully perform those efforts.

m. The following attachments are hereby incorporated by reference and made a part hereof:
   - Attachment A – Project Summary
   - Attachment B – Additional Provisions
   - Attachment C – Breach of Personally Identifiable Information Procedures
   - Attachment D – Subcontractor Reporting Data Sheet
   - Attachment E – Award Additional/Special Conditions to the Cooperative Agreement
   - Attachment F – Copy of Reaching Rural Implementation Funding Application
   - The *County's* response to the funding application

All individuals signing this *Agreement* directly and expressly warrant that they have each been given, received, and accepted authority to sign and execute the *Agreement* on behalf of the party for whom it is indicated. Further, each individual has expressly been given, received, and accepted authority to enter into a binding agreement on behalf of such party and the organization indicated with respect to the matters contained and stated herein.

Accepted:	*Accepted*:
Anthony J. Picente, Jr., County Executive County of Oneida	Lee W. Miller III, President and CEO Institute for Intergovernmental Research

ATTACHMENT A

County of Oneida

Reaching Rural 2023 Implementation Project

Project Summary

Project Overview

The Reaching Rural 2023 Implementation Funding solicitation released by the Institute for Intergovernmental Research (*IIR*) was designed to leverage the combined resources and expertise of the U.S. Department of Justice, Bureau of Justice Assistance (BJA); the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (CDC); and the State Justice Institute (SJI) to support rural practitioners as they grow as leaders and advance solutions to address the persistent challenges of substance use in their communities.

This funding is exclusively available to individuals or jurisdictions that completed the Reaching Rural Fellowship in December 2023 and will support communities in one of the following efforts that aligns with the allowable funding categories outlined in the solicitation: launch a project planned during the Reaching Rural fellowship, implement a new initiative, or enhance an existing initiative.

County of Oneida's Project Plan

The County of Oneida's (*County*) project plan provides additional details for the implementation of the *County*'s project and project timeline. The general requirements, activities, and deliverables outlined below provide the basic requirements for the *County*'s project initiative as funded through this *Agreement*.

Deliverables

This section outlines deliverables for this project. The *County* is responsible for meeting each of these deliverables; additional details can be found in the original solicitation included as Attachment F.

The *County* will:

- Identify and maintain a project coordinator, who will serve as the primary point of contact for the initiative and will provide monthly progress reports, a final report, and regular invoices.
  - A template will be provided for monthly reports, which should be submitted to *IIR* no later than the seventh (7th) day of the following month.
  - A template will be provided for the final report, which should be submitted to *IIR* no later than thirty (30) days after the end of the grant period.
  - Invoices must be submitted no more than monthly but at least quarterly.

- The project coordinator will also participate in quarterly all-site calls with all implementation grantees. These calls will be mandatory and will be scheduled for two hours.

- Identify and maintain a team that demonstrates a cross-sector partnership that, at a minimum, includes at least one justice or public safety practitioner, at least one public health representative, and at least one behavioral health practitioner.

- All project partners, including the coordinators and their partners, will participate in an all-site call at seven (7) months and fifteen (15) months to report on their projects' progress. This call will be scheduled for a half day.

ATTACHMENT B

County of Oneida

Reaching Rural 2023 Implementation Project

Additional Provisions

Compliance With Law

The *County* acknowledges that this *Agreement* is being funded by the federal awarding agency under a Cooperative Agreement to the Institute for Intergovernmental Research (*IIR*) and that it is subject to all applicable federal laws, rules, regulations, orders, policies, and requirements. The *County* shall procure and maintain all licenses, authorizations, waivers, permits, qualifications, and certifications required to perform the work and shall fully comply with and include, in any permitted subawards or subcontracts hereunder, provisions requiring compliance by its subcontractors (defined herein as any contractor with whom the *County* further contracts to complete the work) with all applicable local, state, and federal laws, rules, regulations, orders, policies, and requirements.

Notices

All notices or other communications required by this *Agreement* or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, sent by electronic mail, delivered by telephonic facsimile, or mailed by certified or registered mail, return receipt requested, postage prepaid, on the date posted, and addressed as follows (or to such other address as either party may specify to the other party by written notice):

If to the *County*:

Mailing Address
800 Park Avenue, 9th Floor
Utica, NY 13501-2939

Project Coordinator Point of Contact
Jessica Perusse
Phone: (315) 335-9727
Email: CamdenLifeCenter@gmail.com

Contractual Point of Contact
Emily Ofaly
Phone: (315) 798-3658
Email: eofalt@ocgov.net

Financial Point of Contact
Hyesun Lee
Phone: (315) 798-5698
Email: hlee@ocgov.net

If to *IIR*:

Mailing Address
Post Office Box 12729
Tallahassee, FL 32317-2729

Project Point of Contact
Kathy Rowings
Phone: (850) 760-5386
Email: krowings@iir.com

Contractual and Financial Points of Contact
Mary J. Dodd
Phone: (850) 300-7796
Email: mdodd@iir.com

Kim Bianco
Phone: (850) 692-7762
Email: kbianco@iir.com

Federal Employer Identification Number (FEIN)

The *County*'s Federal Employer Identification Number (FEIN) is 15-6000460.

Unique Entity Identification (UEI) From SAM.gov

The *County*'s Unique Entity Identification (UEI) from SAM.gov is ZPE7BYWV84S3.

Commercial and Government Entity (CAGE)

The *County*'s Commercial and Government Entity (CAGE) code is 1AE92.

Federal Funding Accountability and Transparency Act (FFATA)

The *County* certifies that the information provided to *IIR* for submission to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS), on the form included as Attachment D, is complete and accurate.

Special Conditions Announced in or Applied to Grant Award

The *County* acknowledges that numerous special conditions may be imposed by law, regulation, or the awarding federal agency when a grant award is made. Any additional special conditions applicable to this *Agreement* not specifically stated within the main body of this *Agreement* are identified in Attachment E hereto, which is adopted and incorporated by reference here. The special conditions outlined in Attachment E are applicable only to the project outlined in this *Agreement*. Through its Cooperative Agreement, the Bureau of Justice Assistance (BJA) maintains

an active role in administrating the use of provided funds, and the *County* acknowledges that modification of expectations during the course of funding may be required by BJA. *IIR* reserves the right to convey to the *County*, in a written amendment to this *Agreement*, any additional special conditions imposed by the awarding entity, law, or regulation upon *IIR* and/or the *County* after execution of this *Agreement* during the performance of the efforts contemplated by this *Agreement.*

Amendments to Subaward

During the life of the subaward project, the *County* may identify changes or updates to administrative information, project activities, or the project budget. The *County* will send written requests for adjustments to the subaward project to *IIR* for consideration. *IIR* will review the request and may contact the *County* for additional information or to discuss the adjustment. *IIR* will notify the *County* of the outcome of the request.

Circumstances requiring a subaward adjustment include the following:

- Change in subaward contact/notices information
- Request for a no-cost extension
- New project director, designated key staff members, authorized representative, or signing authority
- Movement of dollars between approved budget categories that exceeds 10 percent of the total subaward amount
- Changes in the scope of project activities

Fiscal Management

The *County* has a responsibility to establish and maintain a fiscal management system that ensures fiscal integrity in the project. The *County* should establish and maintain an adequate accounting system and appropriate fiscal controls and records, ensure compliance with all applicable laws and regulations regarding use of the funds, and conduct its activities in a manner that is transparent and provides accountability. The *County* is responsible for ensuring that adequate oversight and monitoring are provided for any subrecipients.

Availability of Funds

Subaward funds can be obligated as of the start date of the subaward period, provided the budget has been approved. The obligation of funds, including all program income, must end on the last day of the subaward period. The *County* will have thirty (30) days from the end date of the subaward period to pay or liquidate outstanding obligations incurred during the subaward period.

Subaward Closeout

Within thirty (30) days after the end date of the subaward, the *County* must submit documentation to initiate the closeout of the subaward. The *County* should:

- Submit a final program report in a format as specified.
- Submit a final financial report in a format as specified.

- Send a final invoice to *IIR* with appropriate documentation to include expenditures not previously invoiced by the *County* (i.e., previously invoiced expenditures are less than the total project expenditures). If the final total expenditures incurred by the *County* for this project are less than the amounts invoiced, the *County* must submit a check for the difference to *IIR*.

Confidentiality

During the period of this *Agreement*, confidential material may be disclosed between the parties to permit agreed-upon services to be performed. Such material will be identified at the time it is provided to the other party. Each party will advise and require all assigned employees, agents, and consultants to treat such material as confidential and will not disclose such information or work products to any person, organization, or corporation. At any time during this *Agreement*, *IIR* may require a separate supplemental nondisclosure agreement to be executed detailing any applicable additional obligations.

Independent Contractor

The *County* agrees that as an independent contractor, the *County* controls the manner and means of work and that there will be no *IIR* employee benefits accruing to the benefit of the *County* personnel, including, but not limited to, unemployment compensation, workers' compensation, health and life insurance benefits, or retirement earnings. The *County* will not make any claims on *IIR* related to benefits reserved for employees. The *County* will indemnify, defend, and hold *IIR* and its officers, directors, and agents harmless from any damages, claims, injuries, disabilities, or other expenses resulting from the *County*'s failure to provide benefits for the *County* and the *County*'s employees. The *County* agrees that *IIR* will pay the *County* the gross amount due without withholding for federal income tax or social security tax, which will be the sole responsibility of the *County*.

Training and Other Materials

The *County* agrees to submit to *IIR,* for submission to BJA for review and approval, materials and efforts funded in whole or in part by this subaward, including curricula, training materials, proposed publications, reports, or other written materials that will be published, including web-based materials and website content, at least forty-five (45) working days prior to the targeted dissemination date.

Statements on Work Products

Any work products prepared by the *County*, including multimedia products and websites, shall include statements provided by *IIR* related to project funding; copyright notices, permission requirements, or dissemination restrictions; and notice that the product does not necessarily reflect the views of the funding agency.

Subaward

The *County* must obtain prior written approval from *IIR* for any subawards that the *County* proposes to enter into as part of the project funded through this *Agreement*. Any subawards issued under this *Agreement* will contain the same clauses and requirements as outlined in this *Agreement*, including the requirement for expense reimbursement. Subawardees must invoice the *County* for actual expenses and provide appropriate supporting documentation. The *County* must, in turn, provide *IIR* with the invoices and supporting documentation received from the subawarded entities with the related invoice from the *County*. The *County* agrees to comply with its oversight and monitoring responsibilities for subawards issued by the *County* in compliance with 2 Code of Federal Regulations (CFR) Part 200 Uniform Requirements.

Sole Source Approval

All purchases/contracts under this *Agreement* should be competitively awarded unless circumstances preclude competition. When a purchase/contract exceeds $250,000 and there has been no competition, the *County* must forward justification for the purchase/contract and obtain approval from *IIR* prior to finalizing the purchase/contract.

Consultant Rates

Consultant rates (excluding travel or other expense reimbursements) cannot exceed $650 per day (which is $81.25/hour). A detailed justification must be submitted to and approved by *IIR* prior to obligation or expenditure of consultant rates that exceed the $650 daily rate.

Indirect Cost Requirements

Prior to charging indirect costs to this subaward, the *County* must provide either an approved Federal Negotiated Indirect Cost Rate Agreement (NICRA) or other indirect cost allocation plan/rate in accordance with 2 CFR Part 200 to *IIR*. If an updated NICRA is received by the *County,* it must be forwarded to *IIR* within thirty (30) days after receipt from the issuing agency/entity. If the cost allocation plan/rate is to be approved by *IIR* as the oversight/awarding agency in accordance with 2 CFR Part 200, then the *County* shall permit *IIR* and/or its auditors to have access to the records and financial statements of the *County* as necessary for *IIR* to comply with its responsibilities. The most recent version of the NICRA or other indirect cost allocation plan/rate shall be provided to *IIR* during the *Agreement* closeout process.

Records Maintenance

The *County* shall keep and maintain, in accordance with federal rules and regulations, full, accurate, and complete books, accounts, records, and documentation of all income, costs, and expenses pertaining to this *Agreement*. The *County* shall retain all such books, accounts, records, and documentation for the period specified in the federal rules and regulations or for a period of three (3) years after the expiration, termination, or cancellation of this *Agreement*, whichever is longer. Anything contained herein to the contrary notwithstanding, if any litigation, claim, or audit is made, filed, or commenced before the expiration of the specified retention period, the *County*

shall retain all books, accounts, records, and documentation until all litigation, claims, or audit findings have been resolved and final action taken.

Information Requests

The *County* agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Monitoring

The *County* agrees to comply with *IIR* and the federal funding agency monitoring guidelines, protocols, and procedures and to cooperate on all monitoring requests related to this *Agreement*, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The *County* agrees to provide all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this *Agreement*. Further, the *County* agrees to abide by reasonable deadlines set for providing the requested documents. Failure to cooperate with monitoring activities may result in sanctions affecting this *Agreement*, including, but not limited to, withholdings and/or other restrictions on reimbursement for the *County*'s expenses and termination of the *Agreement*.

Audit Requirements

Subrecipients that expend $750,000 or more in federal awards annually shall annually engage an independent, licensed certified public accountant to conduct an annual fiscal audit of their operations. The audit shall be conducted in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200. The *County* shall permit *IIR* and/or its auditors to have access to the records and financial statements of the *County* as necessary for *IIR* to comply with its oversight and monitoring responsibilities under 2 CFR Part 200 Uniform Requirements. The *County* shall submit one (1) copy of the audit package to *IIR* no later than thirty (30) days after receipt from the audit firm.

Audit and Inspection of Records

IIR, the federal funding agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any books, documents, papers, and records of the *County* that are pertinent to this *Agreement*, in order to make audits, examinations, excerpts, transcriptions, and copies. This right also includes timely and reasonable access to the *County*'s personnel for the purpose of interview and discussion related to such documents.

Corrective Action

The *County* shall take appropriate corrective action within six (6) months after receipt of an audit report (or such shorter period as may be specified by *IIR*) in instances of noncompliance with federal laws and regulations.

Disallowance

In the event that the *County* claims and receives payments from *IIR* hereunder, reimbursement for which is later disallowed by *IIR* or the United States government, the *County* shall, upon request, promptly refund to *IIR* the disallowed amount. At its option, *IIR* may offset the amount disallowed from any payment due or to become due to the *County*.

Nondiscrimination Requirements, Findings of Discrimination, and Equal Employment Opportunity

The *County* will not discriminate against any employee or applicant for employment or subcontractor or bidder because of actual or perceived age, race, color, national origin, religion, sex, disability, sexual orientation, gender identity, ancestry, or mental or physical disability, and it shall comply with the applicable federal laws and regulations. If, in the three (3) years prior to the date of the grant award supporting this effort, the *County* has received any adverse finding of discrimination, or should the *County* during the active life of this contract receive an adverse finding of discrimination against the *County*, after a due process hearing or by reason of a U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Civil Rights compliance review, on the ground of race, color, religion, national origin, or sex, the *County* must submit a copy of the finding to *IIR* for review. *IIR* may be required to forward a copy of any such finding of discrimination to the Office for Civil Rights.

The *County* certifies that it is either in compliance with the applicable Equal Employment Opportunity Plan (EEOP) requirements or that it claims a complete or limited exemption from the EEOP requirements and has completed the EEOP Certification Form.

Limited English Proficiency

The *County* agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this *Agreement* for persons with limited English proficiency, pursuant to information located at http://www.lep.gov.

Equal Treatment of Faith-Based Organizations

By regulation, DOJ prohibits all recipient organizations from using financial assistance from DOJ to fund explicitly religious activities. The *County* agrees to avoid such prohibited conduct. For more information, see https://ojp.gov/about/ocr/partnerships.htm. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff members. Questions in this regard should be directed to the Office for Civil Rights.

Arrest and Conviction Records

Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. The *County* agrees to avoid the misuse of arrest or conviction

records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf for more details.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

The *County* will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award or subaward covered by 31 United States Code (U.S.C.) § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award or subaward. Such disclosures are forwarded from tier to tier up to the recipient. The *County* shall (i) comply and, for subawards or subcontracts hereunder that exceed $100,000, require its subcontractors hereunder to comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees, and, for subawards or subcontracts hereunder that exceed $100,000, its subcontractors hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this *Agreement* shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.

System for Award Management (SAM) Registration

The *County* represents that the *County*'s registration in the System for Award Management (SAM) is active and that the SAM registration will be maintained throughout the period of the *Agreement*. Should the registration become other than active, the *County* will promptly notify *IIR*. If the SAM registration is not active, payments to the *County* for invoices submitted may be delayed until the SAM registration becomes active. If the SAM registration does not return to an active status within thirty (30) days, the *Agreement* may be terminated.

Debarment and Suspension

No contract that equals or exceeds $25,000 shall be made to parties listed as suspended or debarred in the SAM. See https://www.sam.gov/SAM/ for more information. The *County* represents that it and its principals are not now and have not been at any time in the last five (5) years suspended, debarred, or otherwise excluded from receiving federal contracts. The *County* shall not knowingly enter into any lower-tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Should the *County* become debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, the *County* will promptly notify *IIR*. If the *County* is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, payments to the *County* for invoices submitted to *IIR* may be delayed and/or the *Agreement* may be terminated.

False Claim; Criminal or Civil Violation

The *County* must promptly refer to *IIR* any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds.

Americans with Disabilities Act (ADA) Requirements

The *County* shall comply with the Americans with Disabilities Act (ADA) requirements, which guarantee nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and the *County* programs, activities, and services, including applicable requirements related to website access and use by the disabled.

Political Activities Prohibited

None of the funds provided directly or indirectly under this *Agreement* shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this *Agreement* nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

Prohibited Use of Funds Under 18 U.S.C. § 1913

The *County* will not use any funds awarded by the federal government (including through this subaward) to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government.

Personally Identifiable Information

In order for *IIR* to comply with its obligations related to actual or imminent breaches of information, the *County* agrees to immediately report any suspected, actual, or imminent breach of personally identifiable information related to its performance under this *Agreement* to *IIR* and conform with other procedures as required by the "IIR Breach of Personally Identifiable Information Procedures" provided to the *County* as Attachment C and incorporated by reference here or as may also be required by the *County*'s state law.

Text Messaging

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 *Federal Register* 51225 (October 1, 2009), DOJ encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by DOJ and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Trafficking in Persons

The *County* agrees to, at any tier, comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the *County* and any subrecipients or employees of the *County* or its subrecipients. The details of the *County*'s obligations related to prohibited conduct related to the trafficking of persons are posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

Right, Title, and Interest

The *County* shall retain the *County*'s copyright in all original works of authorship fixed in any tangible medium of expression that are prepared, developed, or written by the *County* as part of the work hereunder. The *County* hereby grants to the federal awarding agency through *IIR* (hereafter *IIR*) and to *IIR*'s successors, assigns, and licensees (i) permission to record, by any means, all speeches and presentations made by the *County* or others on behalf of the *County* as part of the work hereunder and (ii) a nonexclusive, irrevocable, worldwide license to distribute, reproduce, use, display, exhibit, exploit, publish, prepare derivative works, sublicense, sell, and otherwise dispose of the work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines, and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by *IIR* pursuant to this section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented, or modified by the *County* or others on behalf of the *County* as part of or in connection with the work to be performed or furnished under this *Agreement* (collectively referred to as "developments"), anywhere throughout the world, in any medium that exists or that may hereafter be developed, free of any royalty or license fee whatsoever.

The *County* acknowledges that this *Agreement* is funded by federal funds and that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for federal purposes (i) any work subject to copyright developed under an award or subaward and (ii) any rights of copyright to which a recipient or subrecipient purchases ownership with federal support. The *County* acknowledges that unless waived by the federal awarding agency, the federal government has the right to (i) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify, or limit the rights of the federal government in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

"Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

It is the responsibility of the *County* (and of each subrecipient, if applicable) to ensure that this condition be included in any subaward under this award. The *County* has the responsibility to

obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the *County*'s obligations to the government under this subaward. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the government such rights, the *County* shall promptly bring such refusal to the attention of *IIR* and not proceed with the agreement in question without further authorization from *IIR*.

The parties agree that any breach of either party's obligations related to right, title, and interest may result in irreparable and continuing injury and damage to the affected party for which there will be no adequate remedy at law, entitling the affected party to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

Patent Rights Clause

With respect to any subject invention in which the *County* or a subaward recipient or subcontractor retains title, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

The *County* will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions. Communication on matters relating to this Patent Rights Clause should be directed to *IIR*, which will review and forward them to the General Counsel, OJP, DOJ.

Association of Community Organizations for Reform Now (ACORN)

The *County* understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Airfare

The *County* understands and acknowledges that no federal funds shall be used to pay for any part of air travel that includes business or first-class seating except as authorized by *IIR* prior to booking such tickets.

Travel Reimbursement; Meals and Lodging

The *County* understands that meal and lodging expenses must conform to the limits established by the U.S. General Service Administration as published at http://www.gsa.gov. Authorized travel will be reimbursed in accordance with *IIR*'s Travel Policy for Non-IIR Employees.

Food and/or Beverages

The *County* understands and acknowledges that for purposes of this subaward, food and/or beverage expenses are not allowable expenses for training sessions, meetings, conferences, or other similar functions.

Meeting Rooms and Audiovisual

The *County* understands and acknowledges that utilization of and costs for meeting rooms and audiovisual services must comply with the requirements included in the DOJ Grants Financial Guide.

Indemnification

To the fullest extent permitted by law, each party shall forever indemnify, defend, and hold harmless the other party, its officers, directors, employees, representatives, agents, members, and affiliates and each of its or their heirs, personal representatives, successors, and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost, and expense (including reasonable attorney fees and court costs), of whatever kind or nature, that may be asserted against or suffered or incurred by the foregoing indemnities, or any of them, and that arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation, or term by the indemnifying party hereunder, or by reason of any act or omission of the indemnifying party, its officers, employees, subcontractors, subrecipients, representatives, or agents in the performance of the work.

Insurance

Without limiting its obligations hereof, the *County* shall procure, maintain, and keep in force during the term hereof the following insurance coverage: (i) workers' compensation insurance in any amount required by law; (ii) employer's liability insurance in amounts required by law; (iii) comprehensive general liability insurance with coverage of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, or non-owned vehicles used in performance of the work, with a minimum combined single limit of $1,000,000 for bodily injury and property damage; and (v) all other insurance required by local, state, and federal laws. As used herein, "insurance coverage" encompasses self-insurance maintained by government agencies. The *County* will provide Certificates of Insurance upon request by *IIR*.

Termination Due to Unavailability of Federal Funding

This *Agreement* is subject to and contingent upon the continuing receipt of federal funds from the federal awarding agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are suspended, withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, *IIR* may terminate or modify this *Agreement*, in whole or in part, effective immediately upon written notice to the *County*. Applicable costs incurred up to the effective date of the termination will be reimbursed by *IIR* in accordance with the compensation clauses detailed in the *Agreement*.

Cancellation for Cause

In the event that either party (i) becomes insolvent, subject to receiverships, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation, or term hereof, including, without limitation, the failure to satisfactorily perform the work within the time requirements specified in this *Agreement*; or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the work (hereinafter the "defaulting/breaching party"), then the canceling party may, in addition to and not in limitation of all other rights and remedies specified in this *Agreement* or available at law or in equity, cancel all or part of this *Agreement* for cause. Cancellation shall be effective upon written notice to the defaulting/breaching party (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to the defaulting/breaching party and the subsequent failure of the defaulting/breaching party, within five (5) business days of such notice, to provide evidence satisfactory to the canceling party that the declared default of breach has been corrected.

Termination for Force Majeure

This *Agreement* is subject to any unforeseeable circumstance beyond the reasonable control of and without fault or negligence of a party that makes it illegal or impracticable for such party to perform its material obligations hereunder (an event of force majeure), including, without limitation, acts of God, war, national emergency, terrorism and/or response thereto, government regulations, strikes, and civil disorder. This *Agreement* may be terminated upon the occurrence of an event of force majeure by written notice from the affected party to the other.

Governing Law and Jurisdiction

This *Agreement* is governed by and shall be construed in accordance with the substantive laws of the United States and the state of Florida, without regard to principles of conflicts of law. The parties irrevocably consent to nonexclusive personal jurisdiction in any court of competent jurisdiction located in Leon County, Florida, with respect to any action arising out of or pertaining to this *Agreement*.

Disputes

Except as otherwise provided in this *Agreement*, any controversy, claim, or dispute arising out of or relating to this *Agreement* shall be resolved through nonbinding mediation and/or binding arbitration. Florida will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The parties agree to use their best efforts to resolve any disagreement that arises out of this *Agreement* prior to seeking remedy by law.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this subaward for legitimate business purposes,

to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. In signing this *Agreement,* the *County* provides its written approval as required by this section to *IIR* for *IIR*'s use in publicizing or discussing efforts funded by this subgrant.

Severability

If any term, covenant, condition, or provision of this *Agreement* is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.

Captions

Captions used in this *Agreement* are provided for convenience of reference only and shall not be used to construe meaning or intent.

Waivers and Remedies

A waiver of any covenant, term, or condition of this *Agreement* shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this *Agreement* shall be construed to be a waiver of any other covenant, term, or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term, or condition. All remedies afforded in this *Agreement* shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this *Agreement* or by law in equity.

Entireties

This *Agreement*, which includes Attachments A through F and the *County*'s response to the solicitation hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this *Agreement*, and this *Agreement* supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this *Agreement* shall be binding unless the same is in writing and signed by the respective parties hereto.

Binding Effect

This *Agreement* shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

Survival

Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms, and provisions shall remain in effect and shall survive the termination, expiration, or cancellation of this *Agreement*, whether by expiration of time, operation of law, or otherwise.

ATTACHMENT C

Institute for Intergovernmental Research (IIR)
Breach of Personally Identifiable Information Procedures
(September 2018)

These procedures apply to any actual, imminent, or attempted but unsuccessful breach of personally identifiable information (PII) created, collected, used, processed, stored, maintained, disseminated, or disclosed by the Institute for Intergovernmental Research (IIR) by IIR employees and those performing efforts on behalf of IIR.

Definitions

- **Personally identifiable information** encompasses "personal information," as may be defined by state law, as well as any other information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.[1]

- **Breach** means the loss of control over, the unauthorized disclosure or acquisition of, or any similar occurrence affecting IIR PII where:

  (1) An unauthorized user accesses or potentially accesses PII; or

  (2) An authorized user accesses or potentially accesses PII for an other-than-authorized purpose.[2]

  "Breach" includes attempted but unsuccessful attempts, events such as the loss or theft of physical documents containing PII, the loss or theft of portable electronic devices storing PII, the inadvertent disclosure of PII on a public website, or oral disclosure of PII to a person not authorized to receive that information.[3] A reported or known incident may, upon investigation, later be determined to have involved a breach of PII.

- **Incident** is an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.[4]

[1] See 2 Code of Federal Regulations (CFR) § 200.79. PII, for breach purposes, may include information about an individual that is available in public sources. The term "PII" is necessarily broad. To determine whether breached information is PII, IIR must perform on a case-by-case basis an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual and applicable federal and state law. PII, for breach purposes, might not include information that is encrypted, secured, anonymized, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable. See, for example, Office of Management and Budget (OMB) M-17-12 at https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2017/m-17-12_0.pdf.

[2] OMB M-17-12.

[3] Good-faith access of personal information by an employee or agent of IIR may not constitute a breach, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use. State statutory definitions of "breach" must also be reviewed in states where IIR employees or those performing efforts on behalf of IIR deal with PII (e.g., Section 501.171, Florida Statutes, and Tennessee Code § 47-18-2107).

[4] OMB M-17-12.

IIR Breach Standards

IIR shall take reasonable measures to protect and secure data in electronic or any other form containing PII and shall promptly respond to any suspected or actual breach of PII.

In handling PII, IIR is responsible for providing information security protections against the harm resulting from the unauthorized access, use, disclosure, disruption, modification, or direction of:

(1) Information collected or maintained by IIR or on behalf of entities for which IIR is performing services or efforts.

(2) Information systems used or operated by IIR on behalf of entities for which IIR is performing services or efforts.

Any third party acting on behalf of IIR who handles, maintains, or accesses systems for IIR that contain PII shall follow these IIR standards and procedures.

Any reported suspected or actual breach of PII involving IIR operations or the operations of those acting on behalf of IIR must be promptly addressed. IIR will conform with all required breach notifications or other obligations related to IIR breaches of PII, as defined by applicable federal and state laws.[5]

All IIR employees and any other individuals handling, maintaining, or accessing PII on behalf of IIR at any location shall immediately report a suspected or confirmed breach in any form to the IIR Chief Information Officer (CIO). Do not wait for confirmation that a breach has in fact occurred before reporting a suspected breach to the CIO. Undue delay may undermine IIR's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.

Any misplaced, lost, or potentially stolen device containing PII should be reported to the CIO immediately, even if there is a belief that the device may later be located.[6] If the CIO is unavailable, notify an IIR manager. That manager must then promptly ensure that appropriate IIR IT security personnel are immediately notified.

The CIO will notify the IIR Chief Executive Officer (CEO) of the actual or suspected breach and take appropriate steps to respond to any actual or suspected breach, including ensuring that required notifications are timely made.[7] The CIO may enlist the assistance of others within IIR to help implement a prompt and effective response to a breach and to ensure that applicable federal and state law requirements are met. The response of IIR shall

[5] Section 501.171, Florida Statutes, applies to IIR's Florida activities, since IIR is a Florida corporation. Tennessee Code § 47-18-2107 applies to IIR's Tennessee-sited activities. Statutes of other states in which IIR employees or agents handle PII may also apply on a case-by-case basis.
[6] Such devices include, but are not limited to, laptops, tablets, and cell phones.
[7] Notices may be required by federal or state law, grant special conditions, or government rules or regulations.

take into account the nature of the breach, the context in which the PII has been breached, and the actual or probable risk of harm to individuals potentially affected by a breach.[8]

Failure by IIR employees to conform with these requirements may result in discipline. Failure by entities under contract with IIR to conform with applicable requirements may result in termination of their contractual status.

Compliance With Federal Grant Breach Notification Requirements

When IIR, as a grant recipient, uses or operates a federal information system[9] or creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of a federal award, IIR shall ensure that its procedures to respond to a breach are followed and that IIR conforms with any terms and conditions imposed by its client(s) in the event of a breach.

As required by federal grant conditions, IIR must report an actual or imminent breach of PII to an OJP (award) Program Manager no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach.

Compliance With State Notice Requirements

IIR and entities acting on behalf of IIR shall ensure that they comply with all notification obligations required by state law applicable to the site in which IIR activities involving PII are occurring.

After-Action Report

The IIR CIO shall conduct an internal analysis of any attempted or actual breach of PII collected or maintained by IIR to determine whether additional security standards or other procedures are needed and whether all required actions, notifications, and responses have occurred in a timely fashion. The CIO should forward a formal written after-action report to the IIR CEO, including any suggested revisions to current procedures or needed additional security standards.

[8] For example, a generic list of law enforcement personnel and their associated office phone numbers may not be of concern. However, a list of law enforcement personnel engaged in undercover investigations, a list revealing family members or residential addresses, and PII revealing personal medical information are of concern.
[9] See OMB Circular A-130.

Institute for Intergovernmental Research
Subaward FFATA Reporting Data Sheet—Attachment D

SECTION 1—General Questions	
Entity Name on Subaward	County of Oneida
Entity FEIN Number (must be 9 digits)	15-6000460
SAM.gov Unique Entity ID (UEI)	ZPE7BYWV84S3
Amount of Subaward	$100,000.00
Start Date of Subaward	03/01/24 (or upon execution)
End Date of Subaward	7/31/2025

SECTION 2—Applicability for Sub Reporting of Compensation Information	
QUESTION 1: During your preceding fiscal year, did your company (under this DUNS/SAM UEI #) receive: (a) 80 percent or more of your annual gross revenues in federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **AND** (b) $25,000,000 or more of your annual gross revenue from federal awards? --- If both (a) AND (b) are yes, enter "YES"; if not, enter "NO" in the space to the right.	**No**
QUESTION 2: Does the public have access to information about the compensation of the top five highest-paid executives of your company through periodic reports filed under **EITHER** Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) **OR** Section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104]. --- Enter either "YES" or "NO" in the space to the right.	**No**

If you answered "YES" to question 1 AND you answered "NO" to question 2 above, then enter the data in Section 3 below. If you have any other combination of answers to questions 1 and 2, then you do not need to complete Section 3.

SECTION 3—Compensation of Highly Compensated Officers	
Enter the names of the top five highly compensated officers **in descending order**:	Enter total compensation* earned in the preceding fiscal year per the instructions below:

***Total Compensation shall be calculated based on the sum of (1) through (6) below:**

(1) Salary and bonus.
(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
(3) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
(5) Above-market earnings on deferred compensation, which is not tax-qualified.
(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds $10,000.

Attachment E – Award Additional/Special Conditions to Cooperative Agreement 15PBJA-21-GK-01074-MUMU Supplement 02

Award Conditions

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full

below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm

employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of

suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

33

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

34

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

35

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

36

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

37

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

38

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

39

Recipient understands and agrees not to engage in activities constituting organizational conflicts of interest, such as bidding on specifications it guided as part of the provision of training and technical assistance under this award. Actions that may give rise to organizational conflicts of interest under awards are described in the Procurement Standards in 2 C.F.R. Part 200 (the Part 200 Uniform Requirements) and the DOJ Grants Financial Guide. Prior approval from the grant manager is required for any work with an organization or entity that would receive training or technical assistance under this award.

40

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical

infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

41

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

42

Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

43

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

44

Statement of Federal Involvement

Due to the substantial Federal involvement contemplated in completion of this project, the BJA has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and BJA's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and BJA will provide input and re-direction to the project, as needed, in

consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, BJA, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with BJA. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and BJA. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

45

The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

46

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

47

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

48

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to

the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

50

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

51

Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year

in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

No more data to load

Attachment F

Bureau of Justice Assistance (BJA)

Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP)

Reaching Rural Implementation Funding Application

Initiative Overview and Application

Introduction

The United States is experiencing a crisis of drug overdose deaths. While no corner of the country has gone untouched by the overdose crisis, it has hit rural America particularly hard. In July 2022, the Centers for Disease Control and Prevention (CDC) noted that drug overdose death rates continue to rise in rural and urban areas. In eight states—California, Connecticut, Maryland, New York, North Carolina, North Dakota, Vermont, and Virginia—the rate of drug overdose deaths in rural counties was higher than in urban counties.

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), the Centers for Disease Control and Prevention (CDC), and the State Justice Institute (SJI) are co-sponsoring this initiative.[1] The Institute for Intergovernmental Research (IIR) is releasing this solicitation on their behalf.

BJA, CDC, and SJI support this initiative as part of an ongoing interagency partnership to strengthen public safety and public health collaboration under BJA's Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP). COSSUP provides funding and training and technical assistance (TTA) to state, local, tribal, and territorial partners to support a comprehensive response to illicit substance use and misuse; reduce overdose deaths; promote public safety; and support access to prevention, harm reduction, treatment, and recovery services in the community and justice system.

About the Opportunity

The Reaching Rural Implementation grant is designed for rural communities participating in the Reaching Rural planning fellowship. Only those individuals or jurisdictions who will complete the Reaching Rural Fellowship in December 2023 are eligible to apply for this opportunity. The implementation funds provided through this opportunity are intended to provide up to $100,000 over a 15-month grant award period to either launch a project planned during the Reaching Rural fellowship, implement a new

1 The Reaching Rural initiative and associated funding are continuations of the work done under the Rural Responses to the Opioid Epidemic (RROE) initiative.

initiative, or enhance an existing initiative, that aligns with the allowable funding categories outlined in this solicitation. Communities seeking longer-term federal funding are encouraged to apply for the Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) grant during their first year of the implementation grant.

Eligibility to Apply

The applicant agency may be a county, city, or tribal entity. All proposed activities supported under this solicitation are designed for rural communities. To determine if your community is defined as "rural," please use the Rural Health Grants Eligibility Analyzer, a tool maintained by the Health Resources and Services Administration (HRSA). If you believe your community is rural but not identified as such by the HRSA tool, please provide documentation that your community has been designated rural by an alternative state or federal agency.

Implementation grants are designed to provide up to $100,000 over a 15-month grant award period to applicants that will complete the Reaching Rural Fellowship in December 2023 who:

- Apply with a team that demonstrates a cross-sector partnership that, at a minimum, includes at least one justice or public safety practitioner, at least one public health representative, and at least one behavioral health practitioner; and
- Have an identified Project Coordinator. The Project Coordinator will serve as the primary point of contact for the initiative and will a) provide monthly progress and performance data to federal funders and IIR; b) document challenges in implementation and successful strategies developed; and c) submit semiannual progress reports to federal funders and IIR and ensure timely submission of all reporting elements; and
- Propose a project that aligns with the allowable uses associated with this funding opportunity; and
- Demonstrate the ability to launch their initiative within three months of being awarded funds.

Implementation grants are designed for rural communities that have not previously received and/or are not currently receiving federal funding from the Bureau of Justice Assistance through the Comprehensive Opioid, Stimulant, or Substance Use Program (COSSUP) (or earlier iterations, including the Comprehensive Opioid, Stimulant, or Substance Abuse Program or the Comprehensive Opioid Abuse Program) as either a grantee or a subgrantee. Participating in the Reaching Rural planning initiative does not guarantee that a community will be awarded an implementation grant.

Benefits of Receiving an Implementation Grant

Participation in the implementation grant includes:

- Funding to launch a project developed during the Reaching Rural planning initiative or to implement or enhance an initiative that aligns with the allowable funding categories outlined in this solicitation.
- Coaching and support during implementation.
- Access to a diverse network of peers, innovative rural communities, and technical assistance (TA) providers.

Time Commitment Associated with the Implementation Grant

- Each grantee will need to identify a Project Coordinator. Coordinators will participate in quarterly all-site calls with all implementation

grantees. These calls will be mandatory and will be scheduled for two hours.

- All project partners, including the coordinators and their partners, will participate in an all-site call at 7 months and 15 months to report on their project's progress. This call will be scheduled for a half day.

Allowable Funding Activities

Grant funds may be used to develop or implement any combination of the allowable activities described below. Proposed projects must be cross-sector and collaborative in nature, engage a justice-involved population, and focus on prevention, recovery, treatment, and/or harm reduction. Applicants are strongly encouraged to propose projects that can be sustained and/or projects that can be integrated into existing efforts within your community and/or region. The target population for all activities is justice-involved individuals with substance use or co-occurring disorders. The budget cannot exceed $100,000 for a 15-month grant award period. Funds may be used to pay for personnel, benefits, supplies, and training, to lease a vehicle and/or to rent office space. Unallowable funding activities include: prizes, rewards, entertainment, trinkets, or any other monetary incentives; client stipends; gift cards; the purchase of vehicles, buildings, drones, or food and beverages; and construction.

1. Programs or Strategies that Connect Justice-Involved Individuals to Care

Funds may be used to provide connections to care for people in the justice system who have substance use disorders or co-occurring substance use and mental health conditions through programs or strategies that:

- Support pre-arrest law enforcement diversion and deflection strategies, prosecutor diversion programs, pretrial diversion programs, or court-diversion programs that provide recovery support and/or access to substance use treatment.
- Provide case management, evidence-informed treatment, medication-assisted treatment, recovery support, harm reduction, or other services to incarcerated people with a substance use disorder, leaving jail, under community corrections supervision, or in re-entry programs.

2. Programs or Strategies that Support People in Treatment and Recovery

Funds may be used to support and promote programs or strategies that:

- Embed or co-locate peer recovery support specialists, recovery support court navigators, or social workers, in justice or public safety settings to increase access to recovery support services to individuals and their families.
- Provide access to housing for justice-involved people with a substance use disorder or co-occurring disorder, including supportive housing, recovery housing, or recovery housing programs.
- Provide transportation to treatment or recovery services for justice-involved persons with substance use disorders and/or co-occurring disorders.
- Provide employment training or educational services for justice-involved persons with substance use disorders and/or co-occurring disorders, such as job training, job placement, interview coaching, and community college or vocational school courses.
- Engage non-profits, faith-based communities, and community coalitions to support justice-involved people in treatment and recovery and their families.

3. Programs or Strategies that Prevent Overdose Deaths

Funds may be used to support efforts to prevent overdose deaths or other substance use-related harms through strategies that:

- Increase the availability of naloxone to justice-involved persons, including persons released from jails and prisons or people on pretrial or probation supervision.

4. Programs or Strategies that Support Coordination Across Sectors

- Applicants may elect to fund a coordinator to facilitate cross-sector initiatives. This coordinator may be the same as the project coordinator for the Reaching Rural planning initiative or a different person. If a coordinator is funded, they must be primarily engaged in activities that are cross-sector in nature versus serving a single agency or discipline. Appropriate roles for a coordinator include:
  - Helping the local or regional cross-sector team maintain a systemic focus over time (e.g., working on projects that benefit multiple agencies, not a single agency).
  - Facilitating communication among cross-sector agencies.
  - Establishing a communications strategy to provide policymakers, practitioners, and the public with information about the initiative, including documenting and promoting local achievements.
  - Guiding the planning and implementation of local initiatives, including a comprehensive, cross-agency strategy for achieving the goals and objectives of the initiative.
  - Cultivating and maintaining effective partnerships with key public health/behavioral health staff and public safety/criminal justice staff to achieve the goals and objectives of the initiative, with strategic attention to cross-agency data sharing and data integration.
  - Coordinating and convening workgroups and required subgroups of the initiative and ensuring follow-up to key action items and proposals.
  - Guiding the development, evaluation, and improvement of business processes, policies and procedures, and other protocols commonly associated with information management and data sharing, integration, and analysis.
  - Maintaining partnerships with internal and external partners such as other city, county, and state agencies; community organizations; advocacy groups; and nonprofit organizations, foundations, and private entities.
- Applicants may propose to host a local or regional training on best practices for addressing the needs of criminal justice-involved persons with substance use and any co-occurring substance use and mental health conditions to law enforcement, correctional, or judicial personnel or providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in the sections above. This may include hosting a day-long cross-sector training. No more than $20,000 of the total budget can be used for training and/or conference support.

  The cost of supporting travel for speakers for this event is an allowable expense. Speaker fees are capped at $850 per day. The cost of providing food or beverages at local or regional training is not an allowable expense under federal guidelines and cannot be included in the budget.

Additional Mandatory Application Requirements

Team Letters of Commitment

Each named team member must submit a letter that demonstrates cross-sector support of this project and agreement to participate in project activities, including active engagement in the virtual kickoff

event, potential peer exchanges, onsite TA, regular communication with the project coordinator and coaches, and assistance with developing the final comprehensive, cross-sector strategy for achieving the goals and the objectives of the planning process. Letters should respond to the following:

- How can you, in your role, meaningfully contribute to the team's work over the next year and improve your community's response to substance use? We recognize that each sector plays a different role and that not every role is responsible for direct service delivery.
- Express commitment to the time requirements.

Important: If a team member is not an elected official, judge, or agency/department director, the individual must also submit a letter from their agency director indicating their support for the team member's engagement in the project.

Budget and Associated Documentation

The Budget Worksheet and the Budget Narrative are combined in a single document collectively referred to as the Budget Worksheet. The Budget Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. The Excel workbook contains a worksheet for your budget and proposed activities, which you should use to cover the full 15 months of your project. Using the Activities tab, complete the budget and use the budget narrative in each section to explain the necessity of the expenses. All applicants should use the Excel version when completing the proposed budget in an application, except in cases where the applicant does not have access to Microsoft Excel or experiences technical difficulties. If an applicant does not have access to Microsoft Excel or experiences technical difficulties with the Excel version, the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version. The Excel version of the Budget Detail Worksheet can be accessed at http://s.iir.com/pK4jeVKS and the PDF version can be accessed at http://s.iir.com/kVfgsPtc.

The Budget Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with federal funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs. For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at https://ojp.gov/financialguide/DOJ/index.htm.

The Budget Summary page will auto-calculate from the Activities tab and will reflect the amounts in the activity categories. The Budget Worksheet should be uploaded via the application survey.

Indirect Cost Rate Agreement (if applicable)

Indirect costs may be charged to an award only if:

a. The recipient has a current (unexpired), federally approved indirect cost rate; or

b. The recipient is eligible to use, and elects to use, the de minimis indirect cost rate described in the Part 200 Uniform Requirements, as set out at 2 CFR 200.414(f).

An applicant with a current (unexpired) federally approved indirect cost rate must upload a copy of the indirect cost rate agreement via the application survey. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant's accounting system permits, applicants may propose to allocate costs in the direct cost categories.

Certain OJP recipients have the option of electing to use the de minimis indirect cost rate. An applicant

that is eligible to use the de minimis rate and wishes to use the de minimis rate should upload written documentation via the application survey that advises OJP of both (1) the applicant's eligibility to use the de minimis rate and (2) its election to do so. If an eligible applicant elects the de minimis rate, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. The de minimis rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the de minimis rate.) For the de minimis rate requirements (including information on eligibility to elect to use the rate), see the Part 200 Uniform Requirements, at 2 C.F.R. 200.414(f).

This document should be uploaded via the application survey.

Applicant Certification (Required)

The applicant agency must provide a statement of assurance signed by the authorized representative of the applicant (e.g., county commissioner, tribal leader, county manager, mayor, etc.) organization stating that:

- Federal funds made available through this award will not be used to supplant state, local, or tribal funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities addressed in the application.
- There has been appropriate coordination with all affected agencies.
- The project coordinator will agree to work with BJA and its representatives as well as the selected BJA COSSUP training and technical assistance provider(s) and partner agencies.
- The grantee agrees to be part of a cross-site evaluation, which will involve the collection of deidentified data and being interviewed by an external evaluator.

This document should be uploaded via the application survey.

Accounting System and Financial Capability Questionnaire (Required)

All applicants must download, complete, and submit this form: https://www.ojp.gov/financialcapability.pdf.

This document should be uploaded via the application survey.

Post-Award Requirements

Quarterly Collaborative Calls

The recipient of the funds will be required to have the project coordinator participate in quarterly all-site calls with all implementation grantees. These calls will be mandatory and will be scheduled for two hours each. These calls will be led by IIR and project partners.

All-Sites Calls

All project participants, including the coordinators and their partners, will participate in an all-site call at 7 months and 15 months to report on their project's progress. This call will be scheduled for a half day and will be led by IIR and project partners.

Monthly and Final Reporting

The recipient of funds under this solicitation will be required to submit to IIR monthly progress reports, financial invoices no more than monthly but at least quarterly, a final progress report, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Recipients will be reimbursed for eligible expenses upon receipt of invoices and appropriate documentation. Future awards and fund drawdowns may be withheld if reports are delinquent.

Selection Process

We are committed to ensuring a fair and open process for this initiative. Submitting an application will not guarantee selection to participate in this initiative. The review committee will consist of federal sponsor (BJA, CDC, SJI) representatives, select rural practitioners, IIR, and the coaches from the Reaching Rural planning initiative. The project partners will review and score applications with the final approval of BJA, CDC, and SJI. All selection decisions are final. BJA, CDC, and SJI will be consulted on all aspects of the project, including site selection.

How to Apply

All application components must be submitted via online application here: http://s.iir.com/e6esbpEm. The Excel version of the Budget Detail Worksheet can be accessed at http://s.iir.com/pK4jeVKS and the PDF version can be accessed at http://s.iir.com/kVfgsPtc. A PDF copy of the application questions can be accessed at http://s.iir.com/GzsaA8dA. All required application components must be submitted via online application no later than **5:00 p.m. ET on November 20, 2023**. Applicants will receive a notice of submission upon completion of the online application.

Final award decisions will be made by the project partners by December 20, 2023. Questions about your application? Please send an email to krowings@iir.com and we will respond to your inquiry promptly.

Application Timeline

Applications due: November 20, 2023

Notification of selection: December 20, 2023

Project kick-off: Late January 2024

Applicant Checklist

_____ Online application

_____ Budget

_____ Indirect rate agreement (if applicable)

_____ Applicant certification

_____ Accounting system and financial capability questionnaire

_____ Letters of commitment from each planning team member (and agency directors as needed)

_____ Job description and timeline for hiring cross-sector coordinator (if applicable and requesting funding under Allowable Funding Activity #4)

Visit the Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Resource Center at **www.cossup.org**.

About BJA

The Bureau of Justice Assistance (BJA) provides leadership and services in grant administration and criminal justice policy development to support local, state, and tribal justice strategies to achieve safer communities. To learn more about BJA, visit https://bja.ojp.gov and follow us on Facebook (www.facebook.com/DOJBJA) and X/Twitter (@DOJBJA). BJA is part of the U.S. Department of Justice's Office of Justice Programs.

This project is supported by Grant No. 15PBJA-21-GK-01074-MUMU awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART).

REACHING RURAL IMPLEMENTATION FUNDS - APPROVED BUDGET

FUNDING SOURCE:	Institute for Intergovernmental Research (IIR) on behalf of the U.S. Department of Justice, Bureau of Justice Assistance.
PROVIDER AGENCY:	Center for Family Life and Recovery (CFLR)
INVOLVED PARTIES	Camden Life Center/Come to the Table Counseling LCSW, PLLC
AGREEMENT DURATION:	Upon execution through May 31, 2025
TOTAL AMOUNT:	$ 98,135.63

LINE ITEM #	LINE ITEM EXPENSE	AGENCY OR PROVIDER NAME	#FTE	% FTE	BASE ANNUAL SALARY/ WAGE	% OF TOTAL GRANT	YEAR 1	YEAR 2	DETAILS *(MAY INCLUDE STAFF RESPONSIBILITIES OR OTHER JUSTIFICATION)*	SUSTAINABILITY PLAN POST AWARD
SECTION 1 - PERSONNEL/LABOR										
Title & Organization										
1A	Intensive Case Manager	CFLR - Fred Hunnie	1	50%	$ 50,000.00	31%	$ 25,000.00	$ 6,337.50	The Intensive Case Manager (ICM) will actively participate in the five town courts within Western Oneida County providing outreach, intake assessments and intensive case management services to assist justice-involved individuals in engaging in care. The ICM will work directly with the Oneida County Forensic Evaluation Unit (FEU) to offer an alternative-to-incarceration program for adults who are involved in the Oneida County criminal justice system and are struggling with mental illness, substance use, intellectual or developmental disabilities, or other behavioral health challenges. The local average salary for staff with a masters in Human Services is appropriately $27.50/hour. The standard work week will be a 35 hour/week or 1820 hours per year. Year 2 of this salary includes 3% salary increase. Year one total = $25,000 and year two total = $12,875	The Reaching Rural implementation grants focus is to build capacity and resources for ongoing sustainability of programming at the Camden Life Center. The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), the Centers for Disease Control and Prevention (CDC), and the State Justice Institute (SJI) are co-sponsoring the initiative and is invested in the ongoing sustainability of this project.
SECTION 2 - FRINGE BENEFITS										
2A	Intensive Case Manager	CFLR - Fred Hunnie	1	50%		10%	$ 7,750.00	$ 1,995.63	The annual fringe rate will be 31% and is broken down into these benefits: FICA 8%, Health Insurance 17%, short- and long-term disability 2%, unemployment 2% and workers comp 2%.	The Reaching Rural implementation grants focus is to build capacity and resources for ongoing sustainability of programming at the Camden Life Center. The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), the Centers for Disease Control and Prevention (CDC), and the State Justice Institute (SJI) are co-sponsoring this initiative and is invested in the ongoing sustainability of this project.
SECTION 3 - TRAVEL										
3A	Community Travel	CFLR - Fred Hunnie CLC - Jessica Perusse			$ 982.50	1%	$ 786.00	$ 196.50	Mileage reimbursement for staff for job related tasks including home visits, agency meetings, etc. Calculated at 2023 rate of $0.655/mile with an estimated 100 miles/month x 15 months.	The Reaching Rural implementation grants focus is to build capacity and resources for ongoing sustainability of programming at the Camden Life Center. The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), the Centers for Disease Control and Prevention (CDC), and the State Justice Institute (SJI) are co-sponsoring this initiative and is invested in the ongoing sustainability of this project.
SECTION 4 - EQUIPMENT										
N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
SECTION 5 - SUPPLIES										
5A	Office Supplies	CFLR CLC			$ 750.00	1%	$ 600.00	$ 150.00	Funding is included to cover office supplies for the staff member. Office supplies could include pens, paper, postage, storage materials, etc. that will be used to keep client files and share appropriate documentation.	
5B	Office Postage	CFLR CLC			$ 495.00	0%	$ 396.00	$ 99.00	Monthly mailings at 50 count x $0.66 for postage based on the 2023 postage rates	
SECTION 6 - CONTRACTUAL										
6A	Project Coordinator	CLC - Jessica Perusse			$ 32,000.00	42%	$ 33,800.00	$ 7,800.00	Project coordination fee for Ms. Jessica Perusse at $50/hour for 13 hours a week to ensure coordination of cross sector partnerships and program growth including agency coordination, grant writing, and staff supervision. CFLR has a current MOA with Ms. Perusse, and will maintain such, to provide Project Coordination services.	The Reaching Rural implementation grants focus is to build capacity and resources for ongoing sustainability of programming at the Camden Life Center. The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), the Centers for Disease Control and Prevention (CDC), and the State Justice Institute (SJI) are co-sponsoring this initiative and is invested in the ongoing sustainability of this project.
6B	Advertising Company	TBD					$ 12,000.00	$	CFLR/Camden Life Center shall contract with an advertising company, to be determined, to provide support with community outreach and engagement including an anti-stigma campign through website updates, social media support and press releases.	
6B	Copier/Printer/Fax	CFLR			$ 900.00	1%	$ 720.00	$ 180.00	Leased copier/printer/fax for case and staff use, including support agencies providing push in care. The copier/printer/fax/ costs will allow the staff to create informational flyers about programs/services, provide written referrals and program materials to individuals they are working with.	
SECTION 7 - OTHER										
7A	Cell phone and monthly plan	CFLR - Fred Hunnie			$ 225.00	0%	$ 180.00	$ 45.00	The cell phone will be used by the employee for safety when in the community, coordination with community agencies and maintain communication with staff and clients. The cost of maintaining monthly phone plan has been included in the budget ($15/month x 15 months).	
		TOTAL PROPOSED BUDGET				$	81,232.00	$ 16,903.63		

Original

Information Below To Be Complete Prior To Submission For Payment

Code #	Account	P.O. #	Amount

VOUCHER

COUNTY OF ONEIDA
800 PARK AVENUE
UTICA NY 13501

Date of Payment

Check No.

Department:

Claimant's Name:

Dept. # Partial

Vendor # Complete

1099

Address:

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated.

PURCHASE ORDER #

PURCHASE ORDER NUMBER-if a purchase order has been issued for the items charged, place the purchase order number in the space provided

Comptroller
Deputy Comptroller

Date	Vendor's Invoice #	Quantity	Description of Materials or Services Detailed Invoices must be attached and Total entered on this Voucher	Unit Price	Amount
			Contract No.		

Claimant's Certification

_____ , certify that the above account in the amount of $_____ is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due.

Date _____ Signature _____ Title _____

Federal ID # _____ **Social Security #** _____

(Space below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

Date _____ Signature of Department Head

Resolution adopted by the Oneida County Board of Supervisors November 11, 1925.

That all persons or corporations having claims against the County of Oneida shall present the same to the County Comptroller for audit not later than the 15th day of succeeding month in which said claim accrued.

N.B.A. copy of the contract upon which the foregoing account is based should be attached.

IMPORTANT NOTICE: "CURRENT MSDS FOR CHEMICAL PRODUCTS MUST BE SUBMITTED WITH THIS ORDER. NON-PAYMENT OF CLAIM WILL RESULT UNTIL THE DOCUMENT IS RECEIVED."

OCIS V 6/7/2004

Copy

Information Below To Be Complete Prior To Submission For Payment

Code #	Account	P.O. #	Amount

Date of Payment

VOUCHER

COUNTY OF ONEIDA
800 PARK AVENUE
UTICA NY 13501

Department:

Claimant's Name:

Dept. # Partial

Vendor # Complete

1099 Index #

Address:

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated.

Check No.

PURCHASE ORDER #

PURCHASE ORDER NUMBER-if a purchase order has been issued for the items charged, place the purchase order number in the space provided

Comptroller
Deputy Comptroller

Date	Vendor's Invoice #	Quantity	Description of Materials or Services Detailed Invoices must be attached and Total entered on this Voucher	Unit Price	Amount
			Contract No.		

Claimant's Certification

_____, certify that the above account in the amount of $_____ is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due.

xxxxxxxxxxxxxxxxxx Do Not Sign xxxxxx Copy xxxxxx Do not Sign xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Date Signature Title

Federal ID # _____ **Social Security #** _____

(Space below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the date stated and the charges are correct.

xxxxxxxxxxxxxxxxx Do Not Sign xxxxxx Copy xxxxxx Do not Sign xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Date Signature of Department Head

Resolution adopted by the Oneida County Board of Supervisors November 11, 1925.

That all persons or corporations having claims against the County of Oneida shall present the same to the County Comptroller for audit not later than the 15th day of succeeding month in which said claim accrued.

N.B.A. copy of the contract upon which the foregoing account is based should be attached.

IMPORTANT NOTICE: "CURRENT MSDS FOR CHEMICAL PRODUCTS MUST BE SUBMITTED WITH THIS ORDER. NON-PAYMENT OF CLAIM WILL RESULT UNTIL THE DOCUMENT IS RECEIVED."

OCIS V 6/7/2004

REACHING RURAL IMPLEMENTATION FUNDS INVOICE

All invoices must be typed, have an original signature, and be accompanied by an Oneida County Voucher.

Agency Name:	
Agency Address:	
Agency Phone:	
Date of submission:	
Name/title of person submitting:	
Service date(s) period:	

Date of Service	Line Item #	Line Item Name	Description of Expenses	Amount ($)
			TOTAL VOUCHER AMOUNT:	0.00

Signature of person submitting: _____

I certify that the above account in the amount is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due.

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

November 27, 2023

Ms. Kathy Rowings
c/o Institute for Intergovernmental Research (IIR)
PO Box 12729
Tallahassee, FL 32317-2729

Re: Reaching Rural Implementation Funding Application Certification

Dear Ms. Rowings,

Please accept this letter as the statement of assurance for the County of Oneida's application to the Bureau of Justice Assistance (BJA) Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Reaching Rural Implementation Funding opportunity.

As you are aware, as a result of Ms. Jessica Perusse's pre-existing status as a Reaching Rural Fellow and her collaboration with the County and other local entities involved with the Camden Life Center, the County is eligible to apply for additional Reaching Rural Implementation Funding. The County of Oneida acknowledges that Federal funds made available through this award will not be used to supplant state, local, or tribal funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities addressed in the application. The Center for Family Life and Recovery (CFLR) is also aware that Federal funds made available through this award will not be used to supplant state, local, or tribal funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities addressed in the application.

The Camden Life Center is a partnership between Come to the Table Counseling PLLC (CTT), and the Center for Family Life and Recovery (CFLR). Additional Reaching Rural Implementation Funding will enable the Camden Life Center to outreach and engage individuals involved with the criminal justice system in the geographic region served by the Camden Life Center, and offer services provided locally at the Camden Life Center. CFLR will contract with the County of Oneida, through its Mental Health Department, for all services (personnel, benefits, travel, equipment, supplies, contractual items, and other items) within this application. CFLR will ensure that the project coordinator will agree to work with BJA and its representatives as well as the selected BJA COSSUP training and technical assistance provider(s) and partner agencies.

Sincerely,

Anthony J. Picente, Jr.
County Executive

Agency Coordinator Designation Form

Agency Name: County of Oneida - Department of Mental Health

Mailing address where notices can be sent:

Address 1: 800 Park Avenue, 9th Floor

Address 2: _____

City/State/ZIP: Utica, NY 13501

The following individuals have been designated to serve as the Project Coordinator and the Financial Coordinator on behalf of the agency for the purposes of this subaward.

Project Coordinator—All official, nonfinancial-related communications related to the agency's project should come from a Project Coordinator named below who will serve as the official project coordinator of record.

Name: Jessica Perusse Title: Project Coordinator

Email: CamdenLifeCenter@gmail.com Phone: 315-335-9727

Financial Coordinator (if different from above)—All financial or reporting-related communications related to the agency's project should come from either the Project Coordinator named above or a separate designated point of contact as noted below.

Name: Hyesun Lee Title: Finance Administrative Officer

Email: hlee@ocgov.net Phone: 315-798-5698

The coordinators listed on this form are designated and authorized by the following agency head:

Signature

2/15/24

Date

Anthony J. Picente, Jr.

Printed Name

County Executive

Title

ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH

ANTHONY J. PICENTE, JR.
County Executive

ASHLEE L. THOMPSON
Commissioner
Director of Community Services

April 17, 2024

FN 20 24 - 205

HEALTH & HUMAN SERVICES

WAYS & MEANS

Mr. Anthony J. Picente, Jr.
County Executive
800 Park Avenue
Utica, NY 13501

Re: Transfer of OCDMH Opiate Settlement Funds from Revenue to Expenditure Account

Dear County Executive Picente,

As you are aware, the NYS Office of Addiction Services and Supports (OASAS) allocated Opiate Settlement Funds directly to the Oneida County Department of Menal Health (OCDMH) pursuant to the terms of the New York Opioid Settlement Sharing Agreement and the authorizing statutes Mental Hygiene Law §25.18 and State Finance Law §99-nn which set forth permissible uses for New York Opioid Settlement funds.

This request is to fund a proposal submitted by the Center for Family Life and Recovery (CFLR). The 2023 Oneida County Opioid Response **RFP** was established to fund local projects that improve the system of behavioral services integration to best treat co-occurring disorders, service equity, and meaningful evaluation that demonstrates reduced suffering and positive impacts on the social determinants of health that have been affected by the opioid crisis. OCDMH's goal for this RFP was to establish projects whose priority areas include harm reduction, treatment investments across the service continuum, priority populations, housing, recovery, prevention, transportation, public awareness, and research. CFLR responded to this RFP with a project titled *Peer Alliance Services Expansion.* Their proposal enhances the pre-existing Peer Alliance to address priority areas across the service continuum, priority populations, and recovery/prevention. This proposal will improve the capacity of the peer alliance and hire three Certified Recovery Peer Advocates (CRPAs) to facilitate groups; and provide trainings, support, anti-stigma, campaign messages, outreach, etc. CFLR will provide structured wellness activities to encourage individual to engage in recovery services and show them that life can be fun without the use of addicting substances.

In conclusion, I respectfully request to have the Board of Legislators approve the following supplemental appropriation:

TO: A4310 4310.495-180 - Other Expenses – Grant Funded Opioid Settlement ----------$ 99,000.00

This supplemental Appropriation will be fully funded by: A 4310 4310.2735-400 Opioid Settlement Funds Received - OASAS

Sincerely,

Ashlee L. Thompson, MHA, MSEd., Master CASAC
Commissioner of Mental Health/Director of Community Services

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

800 PARK AVENUE, 9TH FLOOR, UTICA, NY 13501
PHONE: 315-768-3660 | FAX: 315-768-3670 | mentalhealth@ocgov.net

ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ◆ Utica, New York 13501-2975
315-798-5910 ◆ Fax: 315-798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

AMANDA L. CORTESE-KOLASZ
COUNTY ATTORNEY

March 26, 2024

FN 2024-206

GOVERNMENT OPERATIONS

WAYS & MEANS

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente:

Oneida County proposes to engage the services of Roemer, Wallens, Gold & Mineaux for the purposes of providing legal services in the role of Labor Relations Attorneys and Consultants. Services under the proposed agreement will include comprehensive negotiating services with collective bargaining units, together with consulting and the provision of legal advice regarding a comprehensive range of issues, including, but not limited to: Civil Service Law, Taylor Law, Disability Benefits, Sexual Harassment Investigations and Grievances filed against the County. The County will be billed per the rates set forth in the agreement, which will run from January 1, 2024 to December 31, 2028. The total cost of this agreement will be $349,200.00.

If this proposal meets with your approval, please forward the same to the Board of Legislators for their consideration. If you would like to discuss this in greater detail, I am available at your convenience.

Very truly yours,

Amanda Lynn Cortese-Kolasz

Encl.

RECEIVED
APR 01 2024

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-1-24

Oneida Co. Department: County Attorney

Competing Proposal	___X___
Only Respondent	_____
Sole Source RFP	_____
Other	_____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Roemer, Wallens, Gold & Mineaux
13 Columbia Circle
Albany, New York 12203

Title of Activity or Service: Labor Negotiation and Consulting Services

Proposed Dates of Operation: January 1, 2024 – December 31, 2028

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** Roemer, Wallens, Gold & Mineaux will serve as Chief Negotiator for the collective bargaining process with all units. They will also provide advice and legal counsel on a broad range of labor-related issues.

2) **Program/Service Objectives and Outcomes:** Successful bargaining with labor units and compliance with all relevant labor laws and regulations.

3) **Program Design and Staffing:**

Total Funding Requested: $349,200.00 **Account #**

Oneida County Dept. Funding Recommendation: up to $349,200.00

Proposed Funding Sources (Federal $/ State $/County $): County

Cost Per Client Served: N/A

Past Performance Data: N/A

Mandated/Not Mandated: Not Mandated

O.C. Department Staff Comments: N/A

AGREEMENT

Made and entered into as of the ____ day of January, 2024, by and between the **COUNTY OF ONEIDA**, by and through its Legislature, with its offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the **"COUNTY"** and **ROEMER WALLENS GOLD & MINEAUX, LLP**, Labor Relations Attorneys and Consultants, with its principal place of business located at 13 Columbia Circle, Albany, New York 12203, hereinafter referred to as **"ROEMER WALLENS GOLD & MINEAUX."**

1. The **COUNTY** hereby retains and employs **ROEMER WALLENS GOLD & MINEAUX** as its Labor Relations Attorneys and Consultants to provide to the **COUNTY** the following professional services for the period of time hereinafter designated.

(a) Comprehensive negotiating services up to and including impasse resolution proceedings and interest arbitration as exemplified in Exhibit "A" which is attached hereto and made a part hereof for each of the following collective bargaining units in which terms and conditions of employment for the **COUNTY** and its employees are negotiated:

i) White Collar
ii) Blue Collar
iii) Nurses - CSEA
iv) Oneida County PBA
v) Oneida County Sheriff's Department, Employees Local 1249 of Council 82

(b) Consultations and advice regarding the **COUNTY's** rights and liabilities in connection with:

i) Civil Service Law
ii) Taylor law
iii) Fair Labor Standards Act
iv) Public Officers Law
v) Freedom of Information Law
vi) Unemployment Insurance Law
vii) Workers' Compensation Law
viii) Human Rights/Discrimination
ix) Sexual Harassment Investigations
x) Disability Benefits
xi) Contract Administration and Enforcement
xii) Grievances Filed Against Employer
xiii) Employee Discipline Matters (Includes drafting of Notice of Discipline based upon information supplied)
xiv) Work Rules
xv) Layoff Procedures
xvi) General Municipal Law
xvii) Americans With Disabilities Act
xviii) Family and Medical Leave Act
xix) Omnibus Transportation Employee Testing Act of 1991 (CDL Drug Testing)
xx) Pregnancy Discrimination Act

xxi) Appointment of Non-Unionized Employees and related matters
xxii) Civil Rights as it relates to the Employment Relationship
xxiii) Such other laws, rules and regulations as may apply to the field of labor relations and personnel administration

(c) Advice and representation in connection with:

i) Initial steps of contract grievance procedure.

ii) Pre-hearing matters before the Public Employment Relations Board (Improper Practice Charges, Managerial/Confidential Petitions, and Union representation challenges), including the preparation of pleadings (other than documents prepared in lieu of a hearing) and attendance at all pre-hearing conferences. Hearing preparation and settlement negotiations which lead to a settlement without a hearing are covered by paragraph 2 below.

iii) Attendance at relevant Labor/Management meetings and meetings of the Legislative body and committees thereof.

(d) Periodic printed reports containing relevant information regarding public sector labor relations as obtained from Public Employment Relations Board decisions, New York State Court decisions, relevant Administrative agency decisions and other similar sources.

(e) Management and supervisory training in connection with employee corrective action, contract administration and other topics agreed upon by the parties in an amount not to exceed two (2) days per calendar year.

2. **ROEMER WALLENS GOLD & MINEAUX** hereby agrees that it will provide the **COUNTY**, as requested by the **COUNTY**, with those services not specifically covered by this Agreement, such as document preparation, negotiating settlements of disciplinary matters, grievances and other matters upon request, representation at the final step in administrative disciplinary proceedings, representation at the final step in contract grievance proceedings, representation at hearings before the Public Employment Relations Board, including the preparation of documents prepared in lieu of a hearing, hearing preparation and settlement negotiations, as well as representation in labor related litigation in New York and Federal Courts at the following rates:

- Partner and Senior Associate Attorney
  In years 2024 and 2025, the hourly rate will be $270.00
  In years 2026 and 2027, the hourly rate will be $280.00
  In year 2028, the hourly rate will be $290.00.

- Associate Attorney
  In years 2024 and 2025, the hourly rate will be $230.00
  In years 2026 and 2027, the hourly rate will be $240.00
  In year 2028, the hourly rate will be $250.00

- Paralegal
  In years 2024 and 2025, the hourly rate will be $140.00
  In years 2026 and 2027, the hourly rate will be $145.00
  In year 2028, the hourly rate will be $150.00

The foregoing includes disbursements such as postage for letters, in-house photocopy costs, local telephone charges and faxes. The foregoing shall be exclusive of normal disbursements paid by the firm on behalf of the **COUNTY**, such as court filing fees, computer research, consultants, appraisers, arbitration panel selection fees, out-of-office copy charges, express delivery charges and the like.

3. The **COUNTY** and **ROEMER WALLENS GOLD & MINEAUX** agree that those representatives of **ROEMER WALLENS GOLD & MINEAUX** who perform services pursuant to this Agreement shall be approved in advance by the **COUNTY**.

4. That in consideration of the foregoing, the **COUNTY** hereby agrees to compensate **ROEMER WALLENS GOLD & MINEAUX** (inclusive of normal disbursements) as follows:

a) Five Thousand Five Hundred Dollars ($5,500.00) per month from January 1, 2024 through December 31, 2024.

b) Five Thousand Six Hundred Fifty Dollars ($5,650.00) per month from January 1, 2025 through December 31, 2025.

c) Five Thousand Eight Hundred Dollars ($5,800.00) per month from January 1, 2026 through December 31, 2026.

d) Five Thousand Nine Hundred Fifty Dollars ($5,950.00) per month from January 1, 2027 through December 31, 2027.

e) Six Thousand Two Hundred Dollars ($6,200.00) per month from January 1, 2028 through December 31, 2028.

5. The term of this Agreement shall be from January 1, 2024 through December 31, 2028 The **COUNTY** may terminate this Agreement earlier than December 31, 2028 upon thirty (30) days written notice from the **COUNTY** to **ROEMER WALLENS GOLD & MINEAUX**.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

COUNTY OF ONEIDA

Approved
ONEIDA COUNTY ATTORNEY
By:

By: _____
Anthony J. Picente, Jr., County Executive

ROEMER WALLENS GOLD & MINEAUX LLP

By: _____
James W. Roemer, Jr., Partner

NEGOTIATION SERVICES

Exhibit "A"

A. Preparation for Negotiations

The need for thorough preparation prior to the commencement of actual bargaining is often overlooked. We believe that preparation is a key element in assuring a successful outcome to the negotiation process.

Preparation includes:

- Reviewing the existing contract and offering advice regarding suggested modifications
- Reviewing the existing work rules and practices
- Reviewing grievances filed and arbitration decisions
- Reviewing the demands presented by both Union and Management in the last negotiations
- Reviewing the history of other benefit changes over the past six years
- Reviewing the most recent settlements in similarly situated jurisdictions
- Meeting with first line supervisors to ascertain their needs - both changes to the existing contract, as well as the needed additions to the contract
- Meeting with senior officials to determine their needs and review the findings resulting from meetings with line supervisors

B. Preparation of Demands

This phase of the process is flexible and is adapted to the needs of each jurisdiction. Generally, we recommend that Labor Counsel prepare suggested demands and that those demands be reviewed by you and modified to suit your needs.

C. Selection of Negotiating Team

We recommend that a cross-section of management representatives be appointed to the negotiating team so that the entire negotiating process can be "felt" at all levels of management. Managers appreciate the process to a much greater degree if they know and trust those who were directly involved.

D. Participation in Negotiations

The negotiations are made much easier by careful planning and research as typified in "A", "B", and "C" above. We will participate fully in all phases of negotiations including renegotiation preparatory sessions, face-to-face meetings at the bargaining table, management caucuses, and, if necessary, the impasse process. We will maintain a detailed record of the negotiations for use in future proceedings.

E. Communications

Meetings with key management personnel will be scheduled throughout the negotiating process to inform them of progress in the negotiations and to recommend position modifications.

F. Drafting the Contract

All changes agreed upon in the negotiations process will be reduced to contract language which accurately reflects the agreement and is readily understood by Union and Management representatives, as well as those important persons not present at the bargaining table such as arbitrators.

G. Ratification

After a tentative agreement has been entered into, it must be presented to and approved by the appropriate Legislative body. We will appear before such body and make all necessary presentations to explain the proposed agreement.

H. Conduct Management Information Sessions

At the conclusion of negotiations it is extremely important that all changes be identified and explained to supervisors and managers. General information on reasons for the changes or failure to achieve desired changes must be explained so that managers are fully supportive of the new contract.

ONEIDA COUNTY BOARD OF ELECTIONS
Union Station • 321 Main St. • 3rd Floor
Utica, New York 13501
Phone: (315) 798-5765
Fax: (315) 798-6412

Anthony J. Picente, Jr.
County Executive

Sarah F. Bormann
Democratic Commissioner

Nichole D. Shortell
Republican Commissioner

April 17, 2024
Anthony J. Picente, Jr.
Executive
Oneida County
800 Park Avenue
Utica, New York 13501

FN 20 24-207

GOVERNMENT OPERATIONS

WAYS & MEANS

Re: Fort Orange Press, Inc.- Ballot Printing & Related Services (2nd Extension)

Dear County Executive Picente:

Enclosed please find a proposed extension to an original agreement with Fort Orange Press, Inc., for the printing of ballots and related items and services. This is the second of four contractually permissible extensions. This extension term is from May 31, 2024 through May 30, 2025. The cost for this extension is $442,691.00.

Assuming this proposed extension meets with your approval, please forward same to the Board of Legislators for consideration at its May meeting.

Should you have any questions, please do not hesitate to contact us.

Thank you for your attention to this matter.

Sincerely,

Sarah F. Bormann
Democratic Commissioner

Nichole D. Shortell
Republican Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Board of Elections

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other (Extension)	___X___

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Fort Orange Press, Inc.
11 Sand Creek Road
Albany, New York 12205

Title of Activity or Service: Second Extension to Original Agreement for printing of election materials and related services.

Proposed Dates of Operation: May 31, 2024 - May 30, 2025

Client Population/Number to be served: Oneida County Voters

Summary Statements

1) **Narrative Description of Proposed Services:** Second Extension to original agreement pursuant to which vendor provides printed ballots and related items and services.

2) **Program/Service Objectives and Outcomes:** N/A

3) **Program Design and Staffing:** N/A

Total Funding Requested: $442,691.00 **Account** #A1450-1450-491

Oneida County Dept. Funding Recommendation: $442,691.00

Proposed Funding Sources (Federal $/State $/County $): County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comment: Second of four contractually-permissible extensions.

SECOND EXTENSION TO AGREEMENT BETWEEN THE COUNTY OF ONEIDA AND FORT ORANGE PRESS, INC.

THIS AGREEMENT, is made by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, 13501 ("County"), including its Oneida County Board of Elections, and Fort Orange Press, Inc., a domestic corporation having its principal offices located at 11 Sand Creek Road, Albany, New York 12205 ("Fort Orange").

WITNESSETH

WHEREAS, the Parties previously entered into an agreement (Contract No. 166670) ("Original Contract"), a copy of which is attached hereto as Exhibit A, pursuant to which Fort Orange provides ballot printing and related services to the Oneida County Board of Elections for use on elections held in Oneida County; and

WHEREAS, Article III of Original Contract allows for four one-year extensions to the Original Contract; and

WHEREAS, the Parties have exercised the first one-year extension and now desire to exercise the second one-year extension for the period of May 31, 2024 through May 30, 2025; and

WHEREAS, Article III of the Original Contract permits Fort Orange to increase prices during any extension to the Original Contract with any such increases not to exceed three percent (3%) per annum;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties do hereby agree to extend the Original Contract, as follows:

1. **Term:** The term of the Original Contract shall be extended to run from May 31, 2024 through May 30, 2025 ("second-extension period");

2. **Financial Arrangements:** During the second-extension period, the County shall pay Fort Orange in accordance with the accompanying schedule, which is attached hereto as Exhibit B, and which shall supersede any prior any schedules;

3. **Other Terms**: All other terms and conditions of the Original Contract (Exhibit A), shall remain the same and have full force and effect.

[REMAINDER OF PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have caused this Agreement to be executed.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
County Executive
Date:

FORT ORANGE PRESS, INC.

Robert F. Witko
President/CEO
Date: 4/16/24

Approved:

Christopher J. Kalil
Assistant County Attorney

AGREEMENT BETWEEN THE COUNTY OF ONEIDA AND FORT ORANGE PRESS, INC.

This AGREEMENT is made by and between the County of Oneida, a municipal corporation with the principal office located at 800 Park Avenue, Utica, New York 13501 through its Board of Elections, located at Union Station, 321 Main Street, Utica, New York, 13501 (hereinafter referred to as the "COUNTY") and Fort Orange Press, Inc., 11 Sand Creek Road, Albany, NY, 12205 (hereinafter called the "CONTRACTOR")

WITNESSETH:

WHEREAS, the COUNTY, wishes to enter into agreement with the CONTRACTOR, a Certified Dominion Voting System Print Partner, for optical scan ballot printing and related services that are included with ballot production, as well as to purchase elections-related supplies and materials, and the CONTRACTOR is willing and able to enter such agreement; and

WHEREAS, the CONTRACTOR was the sole respondent to the COUNTY's RFB #2180 for ballot printing services; and

NOW, THEREFORE, for good and valuable consideration and in consideration of the terms and conditions of this AGREEMENT, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SCOPE OF SERVICE TO BE PERFORMED

The CONTRACTOR shall provide to the COUNTY the required printed materials and all related services, including, but not limited to: absentee ballot services and ballots used by the Dominion Voting System, as more fully set forth in Oneida County RFB #2180 (annexed hereto as Exhibit A), the CONTRACTOR'S response to the aforesaid RFB dated May 12, 2022 (annexed hereto as Exhibit B), and the fee schedule set forth below. All materials provided by the CONTRACTOR shall be in strict accordance with the requirements of the New York State Election Law, New York State Board of Elections Regulations - 6210 and the Dominion Voting System. All materials shall be delivered to the Oneida County Board of Elections, Union Station, 321 Main Street, Utica, New York, 13501, (or as directed) in a timely manner so as to insure compliance with mandatory statutory deadlines.

ARTICLE II. FEES

The COUNTY agrees to pay, and the CONTRACTOR agrees to accept payment as full compensation for services rendered, fees as hereinafter set forth.

Exhibit A

Line Item #	SCHEDULE OF ITEMS	*ESTIMATE QUANTITY	PER BALLOT/ITEM PRICE	EXTENDED PRICE (Est Qty x Per Ballot Price)
1	Absentee Ballot Services (printing, stuffing, mailing)	4,000	**$2.50**	**$10,000.00**
2	Mail List Data File set up fee (per list)	1	**$250.00**	**$250.00**
3	Set up charge for ballot print production by district/unique ballot style	1	**$150.00**	**$150.00**
4	Official Ballots 14" & 17" (up to 175,000)	100,000	**$0.48**	**$48,000.00**
5	Official Ballots 14" & 17" (over 175,000)	100,000	**$0.48**	**$48,000.00**
6	Officials Ballots 22" (up to 175,000)	100,000	**$0.54**	**$54,000.00**
7	Officials Ballots 22" (over 175,000)	100,000	**$0.54**	**$54,000.00**
8	Blank Ballots 14" & 17" [(BMD Paper) up to 175,000]	100,000	**$0.12**	**$12,000.00**
9	Blank Ballots 14" & 17" [(BMD Paper) over 175,000]	100,000	**$0.12**	**$12,000.00**
10	Blank Ballots 22" [(BMD Paper) up to 175,000]	100,000	**$0.13**	**$13,000.00**
11	Blank Ballots 22" [(BMD Paper) over 175,000]	100,000	**$0.13**	**$13,000.00**
12	Standard Election pre-marked testing ballots	100,000	**$1.25**	**$125,000.00**
13	Standard Election testing ballots (no stub, blank, not pre-marked)	100,000	**$0.45**	**$45,000.00**
14			**TOTAL BID:**	**$434,400.00**

Payment shall be made, subsequent to the election, upon the CONTRACTOR'S submission of an invoice matching the ballot amounts ordered by the COUNTY via COUNTY purchase order. In no event shall compensation be paid by the COUNTY to the CONTRACTOR in an amount which exceeds the fees set forth above.

Upon acceptance of the CONTRACTOR'S invoice for services rendered, and upon full execution of this AGREEMENT, the invoice shall be forwarded to the COUNTY Comptroller, and payment shall be rendered in a timely manner.

ARTICLE III. TERM OF AGREEMENT

Upon receipt of purchase order from the COUNTY, services provided under this AGREEMENT shall commence in a timely manner so as to meet statutory deadlines of the New York State Election Law. The terms of this AGREEMENT shall remain in full force and effect until the completion of services to be provided under this AGREEMENT.

Services and work are for the period commencing on May 18, 2022 and terminating on May 30, 2023. The COUNTY shall have the option to extend this AGREEMENT for up to four (4) additional one (1) year terms from the termination date on upon 60 days written notice to the CONTRACTOR. The terms and conditions of any extension periods shall be the same as those set forth herein, with the exception that the CONTRACTOR may adjust the price annually with such annual increases not to exceed three percent (3%) per annum.

The COUNTY, at any time upon ten (10) days written notice, may terminate this AGREEMENT for convenience and shall pay CONTRACTOR on a prorated basis, for the services actually performed through the date of termination. Once said amount has been paid, the COUNTY shall have no further obligations to the CONTRACTOR.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this agreement has been executed by the duly authorized officers of the respective parties:

COUNTY OF ONEIDA:

Anthony J. Picente, Jr.
Oneida County Executive 8/22/22

FORT ORANGE PRESS, INC.

Robert F. Witko
President/CEO

ONEIDA COUNTY BOARD OF ELECTIONS:

Sarah F. Bormann
Democratic Commissioner

ONEIDA COUNTY BOARD OF ELECTIONS:

Nichole D. Shortell
Republican Commissioner

Approved:

Peter M. Rayhill
County Attorney

ONEIDA COUNTY
BOARD OF ELECTIONS

321 Main Street
Utica, New York 13501

BID REFERENCE #2180

SPECIFICATIONS FOR:
Ballot Printing and Election Printing Services

Submitted_____
Bidder

2022
Anthony J. Picente Jr.
County Executive

INVITATION TO BID

Sealed bids, subject to the conditions contained herein, will be received by the DIRECTOR OF PURCHASING until 10:30 AM, local time on May 5, 2022, and then publicly opened and read for:

Bid Reference #2180

Ballot Printing and Election Printing Services

Bid Specifications **MUST** be **PURCHASED** from the Oneida County Purchasing Dept., Sixth Floor, 800 Park Ave., Utica, NY 13501. Administration fees are as follows: $10.00 if picked up in person or $15.00 for mailing. Cash is not acceptable and fee is non-refundable. (Mail is by 1st Class or Priority Only) This bid as also available electronically (Empire State Purchasing Group) by going to the County website and following the links at: **http://www.ocgov.net** (fee for **electronic submission is also $10.00** and should be mailed with bid submission). Bids without fee may not be considered.

Copies of the described bid may be examined at no expense at the Oneida County Purchasing Dept. Upon examination potential bidders may purchase a book as described above and bidders may not obtain books from any other source or bid will be disqualified.

Sealed bids must be returned on the form furnished. The return envelope must be clearly marked with the bid number & name on the outside lower left corner and addressed to Oneida County Purchasing, Sixth Floor Bids Department., and 800 Park Avenue, Utica, NY 13501. The owner reserves the right to reject any or all bids received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap

Dated: April 29, 2022 Al Barbato, Director of Purchasing

***** PLEASE MAKE CHECKS PAYABLE TO: COUNTY OF ONEIDA *****

GENERAL INSTRUCTION TO BIDDERS

1. Sealed bids will be received by the Oneida County Director of Purchasing at his office in the Purchasing Department, Oneida County Office Building, 800 Park Ave, Utica, NY, in accordance with the published invitation for bids.
2. The sealed bids, subject to the conditions contained herein, will then be publicly opened and read aloud. All bidding must be on the forms furnished and returned in the envelope provided by the Director of Purchasing.
3. A Performance Bond may be required of the successful bidder.
4. All delivery charges must be included in the bid price.
5. No combination bid on any units will be accepted and each unit must be bid separately. Quantities shown on the Bidding Sheet are approximate only. Contract shall be for the quantities actually ordered during the contract period.
6. Any material delivered by a contractor, which is not in accordance with specifications or is otherwise unsatisfactory, in the opinion of the department, may be retained and, if necessary, used until it is replaced with satisfactory material.
7. Except for causes not in the control of the contractor, no request for postponement of the date of delivery, or completion, shall be considered; any initiative in such respect being reserved for the Director and the department involved.
8. When specified, bid bond or certified check must accompany bid; same must be made out to the County of Oneida. Failure to submit bid bond or certified check when specified will result in automatic disqualification of bid.
9. County is not subject to tax; County will sign exemption certificates when required.
10. Bidders are warned that all deliveries are to be new, unused and first quality. No rejects, "seconds" or otherwise imperfect or low quality material will be acceptable.
11. All deliveries must be completed by no later than 15 days prior to the specific election for which services are engaged.
12. The Director of Purchasing reserves the right to make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Director of Purchasing all such information and data for this purpose as he may request, including, but not limited to, the name and address of the manufacturer of the articles quoted on. The Director of Purchasing also reserves the right to reject any bid if the evidence submitted by, or the investigation of, such bidder fails to satisfy the Director of Purchasing that such bidder is qualified to carry out the obligations of the bid or to complete the deliveries contemplated there in.
13. The Director of Purchasing reserves the right to consider informal a bid not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any bid as received. The Director of Purchasing also reserves the right to reject any and all bids as the best interest of Oneida County without cause.
14. A successful bidder upon his failure or refusal to execute a Performance Bond, if required, within five days after he has been notified of the acceptance of his bid, shall forfeit to the County as liquidated damages for such failure or refusal, the security deposited with this bid (if a security was required with the bid).
15. No bidder may withdraw his bid within forty-five days after the bids are opened, but may withdraw it at any time prior to the closing time for the reception of bids.
16. Alternate proposed items shall fulfill the requirements of the basic specifications in function, type, materials, construction, color, and finish. If bid differs from specifications, brochures or cuts should be submitted with the bid.
17. In submitting this bid, the bidder declares that he is, or they are, the only person or persons interested in

the said bid, that is made without any connection with any person making another bid for the same materials; that the bid is in all respects fair and without collusion, fraud, or mental reservation; and that no official of the County, or any person in the employ of the County, is directly or indirectly interested in said bid or in the supplies or in any portion of the profits thereof.

18. The contractor or bidder to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein; or his power to execute such contract to any other person or corporation, except as provided in section 109, General Municipal Law.

19. No bid for materials, supplies, equipment or services may be accepted from or contract therefore awarded to any person who is in arrears in taxes or upon debt or contract to or with the County or who has defaulted as a surety or otherwise upon a contract or obligation to the County, or who may be otherwise disqualified under any act of the legislature not inconsistent with the charter or code.

20. When purchases are permitted under any contract awarded from any bidding by the Director of Purchasing, bidders agree that all units of local government situate either wholly or in part within Oneida County will be permitted to participate in this contract in accordance with terms and conditions listed pursuant to the County Charter and Resolution #97 dated 04-14-65. Such permission will be stated in the specifications.

21. The contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County of Oneida.

22. All Oneida County Bids are open to other Municipalities within the borders of Oneida County unless otherwise specified. Other County Agencies may use this Bid if bordering Oneida County or specifically listed in bid.

23. Under NYS General Municipal Law section (103), subdivision (3), section (1) reads, that any officer, board or agency, municipality or of a political subdivision or any district, fire district or County within the state may use this contract when bids have been received for such purchases or services and may be entered into upon the same terms, conditions & specifications if at a lower price through the county.

PUBLIC CONTRACTS

The following section is an excerpt from the **General Municipal Law.**

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State.

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statue, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

a) By submission of this Bid, each Bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of knowledge and belief;

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

b) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his design, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such item, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

1) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and

submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

(S) _____

Legal Name of Person, Firm or Corporation

By: _____

Title

Dated: _____

(SIGN AND RETURN WITH BID SHEETS)

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

(s) _____
Legal name of person, firm of Corporation

Dated:_____ By_____
Title

(SIGN AND RETURN WITH BID SHEETS)

CONTRACTORS RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM

FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

_____ _____

Printed Name of Signee Signature

_____ _____

Title

SPECIFICATIONS:

PRIMARY ELECTION AND GENERAL ELECTION BALLOT PRINTING AND OTHER ELECTION PRINTING

1.0 SCOPE

1.1 PRIMARY ELECTION: The Oneida County Board of Elections (BOE) has a need to acquire Primary Election ballots, test ballots, military ballots, affidavit/absentee ballots and sample ballots, for the PRIMARY ELECTION to be held on the fourth Tuesday of June before every general election unless otherwise changed by an act of the legislature.

1.2 GENERAL ELECTION: The Oneida County Board of Elections has a need to acquire General Election ballots, test ballots, military ballots, affidavit/absentee ballots and sample ballots for the GENERAL ELECTION to be held annually on the Tuesday next succeeding the first Monday in November.

1.3 Additional special elections may be required by an act of the legislature.

1.4 All ballot production shall comply with the provisions of New York Election Law, Article 7, Title I.

2.0 SPECIFICATIONS - PRE-ELECTION SERVICES AND MATERIALS:

The following PRE- ELECTION services and materials shall be provided by the contractor as part of the bid at no additional charge:

2.1 Absentee ballot services: printing and mailing of absentee ballots. This will also include a forwarding envelope, return envelope and oath envelope.

Title: Quantity: Pages: Stock: Size: Color: File: Proof: Bindery: Mailing:
Absentee Ballot Mailing 8,000 of each piece
8-1/2" x 17"
Sub 60lb white offset

Flat- 8-1/2" x 17" **Finished-** 5-5/8x 8-1/2 Black

PDF supplied from county board including your county mailing indicia PDF of envelopes
Fold ballot to size

Insert ballot, return envelope and oath envelope into forward envelope, process-including closed loop security check to ensure proper matching of all pieces and mail from Albany post office. Return and oath envelopes to include Peel & Seal and UV Watermark of Oneida County Seal.

2.1 Ballot Generation services

- Ballots to be printed by DVS (Dominion Voting Systems) certified election ballot supplier
- County wide master ballot layout
- Early ballot layout consolidation (reduced number of absentee ballot styles)
- State Certification updates
- Generation of MOVE ACT Files
- 6210 Mandated (Chain of Custody) printer verifications forms
- Electronic conversion of party emblems and Independent Party symbol creation
- Integration of bridged data transfer - Proofed and verified within County BOE timeframes to work with EMS system
- Secure password protected PDF proofs - Bidders will submit proofs to the Oneida County Board of Elections for Approval prior to final print.
- Creation and Pre-population of ballot order form data by election district
- Manual editing of order form's number of registered voters to reflect consolidation if required
- Testing integrity of printed ballots on Dominion Scanners
- Security Font if requested
- Vendor support Service 24-7
- On-site backup generators in case of power failure
- Sample Ballots – 2 per election district- ED specific
- Ballot layout and set up (no cost associated with setting up ballots prior to printing)

2.2 Packaging and delivery services

- Pad ballot booklets in quantities of 25 or 50
- Election Ballots will be packaged, separately, by municipality, by ballot style.
- Weight verification of shipping containers to confirm content – at no cost
- Creation of County / ED specific shipping labels
- Security sealed shrink wrapping of ballot booklets
- Cartons sealed with security specific tape
- Pack and verify carton contents to original print order
- Single delivery direct drive freight
- Ballot covers for each official ballot

2.3 Testing materials

- Access to Dominion Democracy Suite pre-printed test deck PDF Files
- Access to Dominion Ballot Definition programming software

2.4 Other printed Election Day materials

- Election Day Optical Scan Ballot Privacy Sleeves
- Ballot Proposal and Amendment Pamphlets

2.5 **Ballot specifications**

- Absentee ballots shall consist of 80 lb. paper
- Election day ballots shall consist of 100 lb. paper
- All paper used for ballots shall meet Dominion optical scan specifications.
- All ballots shall be compatible with Ballot Marking Devices as well as ICP devices

3.0 SPECIFICATIONS - NON-ELECTION SERVICES AND MATERIALS:

The following NON-ELECTION services and materials above and beyond actual ballot printing shall be provided at no additional charge:

- Annual NYS Political Calendar
- Ballot Printer Training Documents
- Spanish Translation on all printed and electronic materials
- Absentee Civilian Ballot Application forms
- Absentee Military Ballot Application forms
- Standard NTS - Acknowledgement Notice Forms
- Standard NTS - Transfer Notice Form
- Standard NTS - Confirmation Notice Forms
- Cancellation Cards
- Affidavit Envelopes
- Civilian Absentee Envelopes – Set of 3 Envelopes
- Special Presidential Ballot Envelopes - Set of 3 Envelopes
- Special Federal Absentee Envelopes – Set of 3 Envelopes
- Military Absentee Envelopes – Set of 3 Envelopes
- Special Ballot Envelopes – Set of 3 Envelopes
- Quarterly testing ballots
- Registration Cards – print Oneida County Board of Elections name and address.

4.0 SPECIFICATIONS - ELECTION DISTRICTS:

Election Districts: Materials will be required for each of the 192 election districts in Oneida County.

5.0 SPECIFICATIONS - CERTIFICATION

Information on candidates' names and parties will be available when certification for the Primary and General Election ballots and for other elections are received from the New York State Board of Elections. The Oneida County Board of Elections will supply the vendor the names of candidates as they become available before this date.

6.0 DELIVERY

6.1 Delivery will be F.O.B. inside delivered, freight prepaid and allowed to:

For samples ballots, envelopes and other materials:

Oneida County Board of Elections, 321 Main Street, Utica, New York 13501

For election and test ballots:
Oneida County Board of Elections – 120 Airline Street, Oriskany, New York 13424

6.2 Delivery shall be during business hours of Monday through Friday 8:30 am to 4:30 pm. Delivery time may be adjusted with prior notification to the Oneida County Board of Elections in order for Oneida County Board of Elections to arrange to accept deliveries. Oneida County Board of Elections 315-798-5763.

7.0 ADDITIONAL REQUIREMENTS

7.1 All bidders must have at least five years substantial experience in optical scan printing. Bidders shall provide a list of representative customers for which the bidder has provided optical scan printing for the past five (5) years together with contact information.

7.2 All bidders shall be NYS certified election ballot suppliers for Dominion Voting systems. Bidders must supply proof of certification with their bids.

7.3 In the event that the State Board of Elections calls for a Special Election in Oneida County, the costs incurred should be billed at the same rate as a general election, pro-rated per election district.

8.0 BID BOND

8.1 A bid bond in the amount of 10% of contract amount is required of all bidders and shall be submitted with the bid. Such Bond may be in the form of a Surety Bond from an insurance company licensed to do business in New York State, a certified check, cashier check, money order or Irrevocable Letter of Credit drawn on a bank licensed to do business in New York State. Checks must be made payable to: Oneida County Commissioner of Finance. Bid Bonds of the unsuccessful bidders will be returned within 10 working days of the bid award, excluding Saturdays, Sundays and Holidays.

8.2 The Bid Bond for the successful bidder will be returned within 10 working days of consummation of contract, excluding Saturdays, Sundays and Holidays.

9.0 PERFORMANCE BOND

9.1 A Performance Bond of not less than 100% of the contract amount is required of the successful bidder.

9.2 Such bond may be in the form of a Surety Bond from an insurance company licensed to do business in New York State, a certified check, cashiers check, money order or Irrevocable Letter of Credit drawn on a bank licensed to do business in New York State. Checks must be made payable to: ONEIDA COUNTY COMMISSIONER OF FINANCE.

10.0 AWARD

10.1 The bid will be awarded to the sole bidder with the lowest Total Bid price for Primary Election and General Election Materials:

10.1.1 Officials Ballots 14" & 17" up to 175,000 (price each ballot)
10.1.2 Officials Ballots 14" & 17" over 175,000 (price each ballot)
10.1.3 Officials Ballots 22" up to 175,000 (price each ballot)
10.1.4 Officials Ballots 22" over 175,000 (price each ballot)
10.1.5 Standard Election testing ballots (no stub, blank, not pre-marked) (price each ballot)
10.1.6 Standard Election pre-marked testing ballots (price each ballot)
10.1.7 Blank Ballots 14" & 17" (BMD Paper) up to 175,000 (price each)
10.1.8 Blank Ballots 14" & 17" (BMD Paper) over 175,000 (price each)
10.1.9 Blank Ballots 22" (BMD Paper) up to 175,000 (price each)
10.1.10 Blank Ballots 22" (BMD Paper) over 175,000 (price each)

10.2 Oneida County reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/ responsible vendor and further to waive any minor informalities it deems in its best interest.

10.3 Oneida County reserves the right to reject any and all bids not considered to be in the best interest of Oneida County.

11.0 INSURANCE REQUIREMENTS AND CONTRACT TERM

11.1 Insurance

The successful "bidder" will be required to enter into a formal contract agreement with the County of Oneida. Firms must acknowledge the insurance requirements by signing the "Statement of Understanding of Indemnification and Insurance Requirements". Insurance certificates must be submitted and approved by Oneida County before the contract can be fully executed. **Any inquiry regarding the contract and insurance requirements must be submitted in accordance with the section titled QUESTIONS.**

11.2 Contract Term

Date of award through May 30, 2023 with the option to renew for (4) additional (1) year extensions, thru May 30, 2027, with the same terms and conditions if agreeable to both parties. Price may be adjusted annually for the additional extensions, in an amount not to exceed 3%.

Bids must be received no later than 10:30 a.m. on May 5, 2022.

Label outside SEALED mailing envelope with company name and RFB-2180.

COUNTY OF ONEIDA

BID PROPOSAL FORM

Primary Election and General Election Ballot Printing and Other Election Printing

The undersigned, having carefully examined the appropriate specifications, #RFB-2180 , dated April 29, 2022, does hereby agree to furnish and deliver to the County of Oneida, Utica, New York the items listed as the price(s) indicated:

Full Legal Name of Company Submitting Bid:_____
Street Address:_____
Mailing Address:_____
City: State: Zip code:_____
Contact Name: _____
Telephone Number:_____ Fax Number:_____
E-Mail Address:_____Web Address:_____
Federal ID Number: _____

Name of Authorized Official Submitting Proposal:

_____
(Please print or type)

Signature of Authorized Official Submitting Proposal:

_____
Date: _____

NOTE: By signing and submitting this proposal for consideration by the Oneida County, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.

COUNTY OF ONEIDA

BID PROPOSAL FORM (Cont'd)
Primary Election and General Election Ballot Printing and Other Election Printing

Full Legal Name of Company Submitting Bid: _____

Entries must be made in each line item below. Any line which does not include a per ballot price shall be deemed incomplete and will not be considered. When there is a discrepancy between per ballot price and extended price, per ballot price shall prevail. *The estimated quantities will be used solely for bid comparison purposes for the County to determine the lowest responsive and responsible Bidder. No guarantee is expressed or implied as to the total quantity of work to be issued to the awarded contractor.

Line Item #	SCHEDULE OF ITEMS	*ESTIMATE QUANTITY	PER BALLOT PRICE	EXTENDED PRICE (Est Qty x Per Ballot Price)
1	Absentee Ballot Services (printing, stuffing, mailing)	4,000	$	$
2	Official Ballots 14" & 17" (up to 175,000)	100,000	$	$
3	Official Ballots 14" & 17" (over 175,000)	100,000	$	$
4	Officials Ballots 22" (up to 175,000)	100,000	$	$
5	Officials Ballots 22" (over 175,000)	100,000	$	$
6	Blank Ballots 14" & 17" [(BMD Paper) up to 175,000]	100,000	$	$
7	Blank Ballots 14" & 17" [(BMD Paper) over 175,000]	100,000	$	$
8	Blank Ballots 22" [(BMD Paper) up to 175,000]	100,000	$	$
9	Blank Ballots 22" [(BMD Paper) over 175,000]	100,000	$	$
10	Standard Election pre-marked testing ballots	100,000	$	$
11	Standard Election testing ballots (no stub, blank, not pre-marked)	100,000	$	$
12	**TOTAL BID:** *(Extended Price Line Item # 1 through 11)*			$

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

_____
SIGNED

SWORN to before me this
_____ day of _____
2014___Notary Public: _____

ARTICLE 11- PROHIBITION ON PURCHASE OF TROPICAL HARDWOOD

Pursuant to State Finance Law Section 165(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement:

Certification of the Prohibition on Purchase of Tropical Hardwoods

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal, which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract, shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:

a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or

b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or

c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

_____ _____

Printed Name of Signee Signature

_____ _____

Title Date

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

   i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to

as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national

origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the

Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The

Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

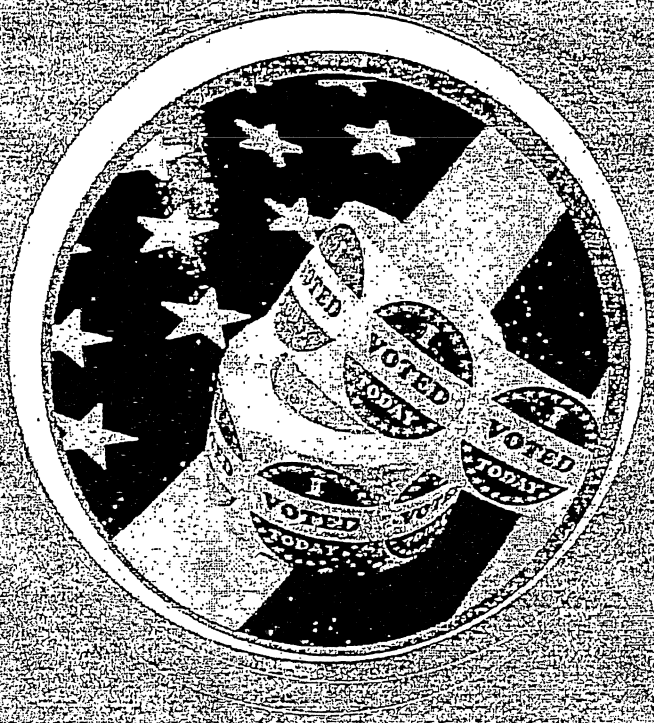
i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G.

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



May 12, 2022
Proposal

Ballot Printing and Election Printing Services
RFP #2181 - Oneida County

Prepared for:
Oneida County
Director of Purchasing
Oneida County Office Building
800 Park Ave
Utica, New York 13501

fortorangepress

Exhibit B

Schedule

SCHEDULE OF ITEMS	*ESTIMATE QUANTITY	PER BALLOT/ITEM	EXTENDED PRICE (Est Qty x Per Ballot
Absentee Ballot Services (printing, stuffing, mailing)	4,000	**$2.57**	**$10,280.00**
Mail List Data File set up fee (per list)	1	**$257.00**	**$257.00**
Set up charge for ballot print production by district/unique ballot style	1	**$154.00**	**$154.00**
Official Ballots 14" & 17" (up to 175,000)	100,000	**$0.49**	**$49,000.00**
Official Ballots 14" & 17" (over 175,000)	100,000	**$0.49**	**$49,000.00**
Officials Ballots 22" (up to 175,000)	100,000	**$0.55**	**$55,000.00**
Officials Ballots 22" (over 175,000)	100,000	**$0.55**	**$55,000.00**
Blank Ballots 14" & 17" [(BMD Paper) up to 175,0001	100,000	**$0.12**	**$12,000.00**
Blank Ballots 14" & 17' [(BMD Paper) over 175,0001	100,000	**$0.12**	**$12,000.00**
Blank Ballots 22" r(BMD Paper) up to 175,0001	100,000	**$0.13**	**$13,000.00**
Blank Ballots 22" [(BMD Paper) over 175,000]	100,000	**$0.13**	**$13,000.00**
Standard Election pre- marked testing ballots	100,000	**$1.28**	**$128,000.00**
Standard Election testing ballots (no stub, blank, not pre-marked)	100,000	**$0.46**	**$46,000.00**
		TOTAL:	**$442,691.00**

ANTHONY J. PICENTE JR.
County Executive

CHUCK KLEIN
Director

ONEIDA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY

Oneida County Office Building • 800 Park Avenue • Utica, NY 13501

April 4, 2024

FN 20 24-212

GOVERNMENT OPERATIONS

WAYS & MEANS

Mr. Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente,

The County of Oneida has a vast voice and data communications system spanning 20 locations. It currently contracts with Northland Networks Ltd. ("Northland") to provide voice and data services, including the provision of communications and internet lines and the maintenance of a 24/7/365 network operations center. However, the number of renewals available under the County's current contract with Northland is set to expire.

The Department of Information Technology issued a competitive Request for Proposals (RFP 2023-368) for voice and data services and received three responses. After extensive review, we have determined to award two agreements for these services, one to Northland and the other to Spectrum (Charter Communications Operating LLC).

The Department intends to continue using Northland as its primary provider of voice and data service, and to use Spectrum as a backup or supplement to Northland, in order to build redundancy and resiliency into the County's systems.

Enclosed, please find an agreement with Northland to provide voice and data services to the County. The agreement is for a term of three years, with up to two renewal terms of one year each. The agreement does not state a maximum price, because although the Department intends to spend up to $400,000.00 annually for voice and data services—for a total of up to $2,000,000.00 over five years—the Department cannot predict at this time how much of that annual total will be allocated to services provided by Northland and how much will be allocated to Spectrum.

If the agreement meets with your approval, I respectfully ask that you forward it to the Board of Legislators for its consideration.

Respectfully submitted,

Chuck Klein
Director, Information Technology

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Information Technology

Competing Proposal ___X___
(Only Respondent) _____
Sole Source RFP _____
Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Northland Networks Ltd.
9560 Main Street
Holland Patent, New York 13354

Title of Activity or Service: Provision of Voice and Data Services

Proposed Dates of Operation: January 1, 2024 – December 31, 2026 (three years)
January 1, 2027 – December 31, 2027 (first extension)
January 1, 2028 – December 31, 2028 (second extension)

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** Pursuant to this agreement, Northland will provide voice and data services to Oneida County at its locations throughout the County.

2) **Program/Service Objectives and Outcomes:** This agreement will allow Northland to provide reliable voice and data communication services and redundancies to our backup center.

3) **Program Design and Staffing:** N/A

Total Funding Requested: $2,000,000.00 ($400,000.00 per year)

Account: #A 1610 A1610.416-100

Oneida County Dept. Funding Recommendation: $2,000,000.00 ($400,000.00 per year)

Proposed Funding Sources (Federal $/State $/County $): County

Cost Per Client Served: N/A

Past Performance Data: Northland Communications is one of the current Voice and Data vendor for Oneida County.

O.C. Department Staff Comments: The Department intends to execute contracts with both Northland and Spectrum (Charter Communications Operating LLC) to provide voice and data services. The total amount spent for both contracts will not exceed $400,000.00 per year.

VOICE AND DATA SERVICES AGREEMENT

This Voice and Data Services Agreement ("Agreement"), effective January 1, 2024 ("Effective Date"), is by and between the County of Oneida ("County"), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, and Northland Networks LTD., d/b/a Northland Communications ("Northland"), a New York telephone corporation organized pursuant to Article 3 of the Transportation Corporation Law with its principal office at 9560 Main Street, Holland Patent, New York 13354. The County and Northland are each a "Party," and together, the "Parties."

RECITALS

WHEREAS, the County requires voice and data telecommunications service at various locations and issued Request for Proposals 2023-368 (the "RFP") seeking proposals from qualified firms to provide such services, and a copy of the RFP is annexed as Exhibit B; and

WHEREAS, Northland responded to the RFP and offered to provide the services, as more fully described in its response to the RFP (the "Proposal"), and a copy of the Proposal is annexed as Exhibit C; and

WHEREAS, the County wishes to hire Northland to provide the voice and data services on a flexible and non-exclusive basis; and

WHEREAS, Northland wishes to perform such services in exchange for the payments described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. DEFINITIONS.

1.1. The below terms are defined as follows:

1.1.1 "Asymmetrical" means Fiber Internet Access offering data download speeds different than data upload speeds.

1.1.2 "Caller ID" means "caller identification," the ability to identify the name and telephone number of an incoming call.

1.1.3 "CC" means "concurrent call."

1.1.4 "County Location" means a location designated by the County for voice and/or data service, as described more fully in Section 3.1 of this Agreement.

1.1.5 "DID" means "direct inward dialing," the ability for an outside call to call

an employee directly using a direct telephone number.

1.1.6 "Fiber Internet Access" means access to the internet using a fiber optic network.

1.1.7 "Gbps" means "gigabits per second," meaning the transmission of a quantity of billions of bits of data transferred over a network each second.

1.1.8 "IP" means "internet protocol," involving the assignment of a numerical label, or IP address, to a device connected to a computer network.

1.1.9 "IP Block" means a group of IP addresses.

1.1.10 "LD" means "long distance."

1.1.11 "Mbps" means "megabits per second," meaning the transmission of a quantity of millions of bits of data transferred over a network each second.

1.1.12 "MPLS" means "multiprotocol label switching," a routing technique for telecommunications data.

1.1.13 "POTS" means "plain old telephone service," an analog based telephone line ~~allowing the transmission of up to 23 calls simultaneously per line.~~

1.1.14 "PRI" means "primary rate interface", a system allowing reliable voice and data telecommunications service over a T1 line connected to the Public Switched Telephone Network.

1.1.15 "Symmetrical" means Fiber Internet Access offering identical download spends and upload speeds.

1.1.16 "SIP" means "session initiation protocol," a method of transmitting voice communications over a data network using an SIP trunk.

1.1.17 "T1" means a data transmission line used in the T-Carrier system.

2. TERM

2.1. The term of this Agreement shall commence upon the Effective Date and continue for three (3) years. The Parties may extend this Agreement for up to two (2) additional terms of one (1) year each, upon the same terms and conditions of this Agreement.

3. THE SERVICES.

3.1. The County at any time may order from Northland, and Northland shall provide, voice and/or data communications services (as defined in the "Scope of Services" section of the RFP, the "Services") for any or all of the locations identified in Exhibit A hereto or for such additional locations as the County may designate from time to time (each a "County Location" and collectively, the "County

Locations").

3.2. In the event that the County requires Northland to perform additional services beyond those identified herein ("Additional Services"), the Parties shall agree to a statement of work for such Additional Services in substantially the form annexed as Exhibit D.

3.3. The Parties agree that reliable and uninterrupted Services and Additional Services are essential to this Agreement and to the County's operations. Northland agrees as follows:

3.3.1 To maintain on a continuous basis those Reliability Features identified in Northland's Proposal, including system backup features, use of two upstream connections, use of two diverse power connections, use of multiple air-cooling systems, 24/7 monitoring and response, and any other reliability features Northland may implement.

3.3.2 To perform all Services and Additional Services in accordance with the reliability provisions set forth in the Northland Communications Dedicated Internet, Cloud, Colo and MPLS Services Service Level Agreement ("SLA") included with its Proposal, provided, however, that: ~~(a) Section 9 of the SLA purporting to limit the County's remedies shall not apply; and (b)~~ Section 10 of the SLA purporting to grant Northland the right to change, amend or revise the SLA at any time does not apply. BK 9/16/24

3.3.3 To use such measures as is standard in the voice and data telecommunications industry to prevent unauthorized access or intrusion into Northland's systems and data and to prevent hacking, ransoming, theft or misuse of those systems and data, or other unlawful or unauthorized use of Northland's systems and databases.

4. PAYMENT.

4.1. The County shall pay Northland for each item of Service provided by Northland at the following rates (per month, unless otherwise specified):

PRI	$200.00
Flat Rate PRI	$250.00
(Local & Domestic LD Included)	
Caller ID Numeric	$0.00
Caller ID Name	$0.00
DID Block of 100	$13.67
DID Block of 20	$2.73
DID Block of 5	$2.00

POTS Line	$11.80
Trunking Service	$11.80
Local Usage Rate per minute	$0.008
LD Rate per minute	$0.020
Toll Free Rate per minute	$0.020
SIP	
SIP Concurrent Call Path	$15.00
(Local & Domestic LD Included)	

Private Network (Point to Point)	
1.5Mbps (T1 Based)	$275.00
10Mbps	$275.00
20Mbps	$275.00
25Mbps	$275.00
50Mbps	$300.00
75Mbps	$325.00
100Mbps	$350.00
200Mbps	$450.00
500Mbps	$675.00
1Gbps	$950.00

MPLS	
5Mbps	$244.11
10Mbps	$287.11
20Mbps	$307.11
25Mbps	$307.11
30Mbps	$327.11
50Mbps	$357.11
75Mbps	$377.11
100Mbps	$397.11
200Mbps	$457.11
500Mbps	$597.11
1Gbps	$997.11

Fiber Internet Access - Symmetrical	
10Mbps	$155.00
25Mbps	$155.00

50Mbps	$235.00
75Mbps	$315.00
100Mbps	$400.00
200Mbps	$500.00
500Mbps	$700.00
1Gbps	$1,150.00
2Gbps	$1,700.00
3Gbps	$2,000.00
4Gbps	$2,300.00
5Gbps	$2,600.00
6Gbps	$2,900.00
7Gbps	$3,200.00
8Gbps	$3,500.00
Above 8Gbps: Pricing Provided on an Individual Case Basis	ICB

Fiber Internet Access - Asymmetrical	
250x50Mbps	$155.00
500x75Mbps	$235.00
800x100Mbps	$315.00

IP Block Maintenance Fees	
/30 (1 Usable)	$18.99
/29 (5 Usable)	$24.99
/28 (13 Usable)	$35.99
/27 (29 Usable)	$49.99
/26 (61 Usable)	$68.99
/25 (125 Usable)	$93.99
/24 (253 Usable)	$118.99

4.2. The County shall pay Northland for any Additional Services at the rate identified in the applicable SOW.

5. MULTIPLE VENDORS. The County intends to use multiple vendors for the provision of voice and data services, in the County's sole discretion. Northland agrees that the County is not guaranteeing any minimum amount of Services under this Agreement and that the County does not promise Northland exclusivity in the performance of voice and data services for the County.

6. REPRESENTATIONS & WARRANTIES.

6.1. From Northland. Northland represents and warrants that all Services and Additional Services will be performed in a professional manner and in accordance with the standard of care applicable to the voice and data telecommunications industry.

6.2. From Each Party. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7. INDEMNIFICATION. ~~Northland~~ Each party will indemnify, hold harmless, and at the ~~County~~ Other Party's election defend, the ~~County~~ Other and its officers, agents, and employees from and against any and all claims, demands, actions, suits, proceedings, damages, liabilities, losses, settlements, judgments, whether or not involving a claim by a third party, including but not limited to reasonable attorneys' fees (collectively, "Claims") actually or allegedly arising from or related to: (a) any violation of law or breach or default on the part of ~~Northland~~ the indemnifying party in the performance of this Agreement; (b) any infringement by ~~Northland~~ the indemnifying party of any patent, copyright, trade secret, or other intellectual property right; (c) any act or omission of ~~Northland~~ the indemnifying party, its officers, agents, or employees in connection with this Agreement; and (d) any third-party Claims which arise out of, relate to, or result from this Agreement, except to the extent adjudged to have resulted solely from the negligence or willful misconduct of the ~~County~~ indemnified party or its officers, employees, or agents.

8. INSURANCE.

8.1. Northland shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

8.1.1 Commercial General Liability ("CGL") coverage with limits of insurance of not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury. The County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

8.1.2 Workers' Compensation and Employers Liability pursuant to statutory limits.

8.1.3 Business Automobile Liability coverage with limits of at least $1,000,000 each accident. Business Automobile Liability must include liability arising out of all owned, leased, hired and non-owned automobiles.

8.1.4 Excess/Commercial Umbrella insurance of at least $5,000,000. Umbrella coverage must include the County as an additional insured. Such coverage for the County shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

8.1.5 Cyber Liability Insurance with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Northland by this Agreement, and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of Northland.

8.1.6 Professional Liability insurance including errors & omissions coverage at limits of $2,000,000 each occurrence.

8.2. Waiver of Subrogation. Northland waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the insurance policies maintained per the requirements stated above.

8.3. Northland shall provide certificates of insurance to the County evidencing the foregoing policies. Attached to the certificates of insurance for general commercial liability insurance policy, umbrella insurance policy, and cyber liability insurance policy shall be a copy of the additional insured endorsement that is part of each of Northland's policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

9. TERMINATION.

9.1. Termination for Cause. Either Party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other Party first cures the breach.

9.2. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to Northland.

9.3. Payment Upon Termination. On the effective date of any termination of this

Agreement, the County will pay Northland only for those Services or Additional Services provided up to such date.

10. INDEPENDENT CONTRACTOR

10.1. Northland and its employees, agents, personnel, officers, and servants shall be independent contractors. They shall not be deemed employees of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. Northland covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County and Northland shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding Northland's status as an independent contractor.

10.2. Payments to Northland shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. Northland shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Northland shall indemnify and hold County harmless from all loss or liability incurred by Northland as a result of Northland not making such payments or withholdings.

11. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one Party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; (c) any information contained in the County's files that is confidential pursuant to any applicable provisions of federal, state and local laws, rules and regulations, including, but not limited to, the New York State Public Health Law and Regulations, the New York State Social Services Law and Office of Children and Family Services rules and regulations, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and shall not be disclosed except as authorized by law; ~~and (d) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential~~. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

4/24

11.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order

to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Section 10; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

11.2. Injunction. The Recipient agrees that breach of this Section would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

11.3. Termination & Return. With respect to each item of Confidential Information, the obligations of this Section 10 will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

11.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

11.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

11.6. Immunity. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11.7. Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

12. ORDER OF PRECEDENCE

12.1. The exhibits to this Agreement are incorporated into this Agreement. In the Event of any conflict between this Agreement and any of its exhibits, or among the exhibits, the following order of precedence shall apply:

12.1.1 Exhibit E – Standard Conditions

12.1.2 Exhibit D – Any SOW, in reverse chronological order

12.1.3 Exhibit B – The RFP

12.1.4 Exhibit C – The Proposal

12.1.5 Exhibit A – The County Locations

13. ADDITIONAL TERMS AND CONDITIONS.

13.1. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the address for each Party as first set forth above or to such other address as either Party has last designated in writing to the other Party.

13.2. Assignment & Successors. Northland may not convey, sub-contract, or assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this subsection, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

13.3. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.4. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the State of New York without regard to its conflicts of laws principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.

13.5. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.

13.6. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the

terms contained in Exhibit E -Standard Oneida County Conditions, attached hereto.

13.7. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.

13.8. Advice of Counsel. Each arty acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

13.9. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

13.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

IN WITNESS THEREOF, the Parties have executed this Agreement.

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

NORTHLAND NETWORKS LTD., D/B/A NORTHLAND COMMUNICATIONS

By: Heather Kirkland
Heather Kirkland
CFO

Date 4/10/24

Approved

_____
Andrew Dean, Esq.
Deputy County Attorney-Administration

EXHIBIT B

(Request for Proposals)

Request for Proposals

Proposals, subject to the conditions contained herein, will be received by ONEIDA COUNTY INFORMATION SERVICES until 3:00 P.M., local time on November 30, 2023 for:

Oneida County Information Technology
"Voice and Data Services"

RFP- # 2023-368

Proposals must be submitted to Chuck Klein, Director of Information Technology by email at cklein@ocgov.net. The subject line of the email must contain the RFP number and title.

Proposals received after the deadline will not be accepted.

Copies of the RFP may be examined at no expense at the Oneida County Department of Information Technology, or download from the Oneida County website at https://ocgov.net/departments/purchasing/rfps/

The County reserves the right to reject any or all proposals received.

The County of Oneida, to promote its established Affirmative Action Plan, invites proposals from underrepresented groups. This Affirmative Action Policy regarding proposals and contracts applies to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

Chuck Klein
Director of Information Technology

Dated: October 31, 2023

Oneida County "Voice and Data Services" RFP - #2023-368

PROJECT OVERVIEW

Oneida County is seeking multi-vendor service contracts for voice and data communications. Oneida County is comprised of 39 departments that span over 20 physical locations. When possible, all sites are connected via a private MPLS network. In some instances, VPN tunnels are configured using business class cable services.

Oneida County's voice network is comprised of 2 SIP trunks that are geographically separate but configured as a single trunk group. We also have several POTS lines for building alarms, fax machines etc.

Oneida County is looking for recommendations to improve services and reduce costs by leveraging the latest technology, resizing underutilized circuits and eliminating unnecessary services.

Those submitting a proposal are required to demonstrate past successful experiences in supporting customers of similar size and nature as Oneida County. The successful proposer(s) will be required to comply with all applicable Oneida County policies; state, federal and local laws and provide evidence of general liability insurance.

PROPOSAL SUBMISSION

Proposals must be received by, Chuck Klein, Director of Information Technology, by email at cklein@ocgov.net. Proposals must be received by November 30, 2023. Proposals received after the deadline will not be accepted.

Copies of the described RFP may be examined at no expense at the department of Oneida County Information Technology or downloaded from the Oneida County website at https://ocgov.net/departments/purchasing/rfps/

Oneida County Information Technology reserves the right to reject any or all proposals received.

The County of Oneida, to promote its established Affirmative Action Plan, invites proposals from underrepresented groups. This Affirmative Action Policy regarding proposals and contracts applies to all persons without regard to age, race, creed, color, national origin, gender, religion, sexual orientation, disability, military status, marital status, genetic predisposition or carrier status or political affiliation or belief.

PROPOSAL SPECIFICATIONS

If there are any questions regarding this RFP, please contact Chuck Klein by email at cklein@ocgov.net.

SCOPE OF SERVICES

The County Scope of Services for this proposal includes support for:

Voice services to include but not limited to:

POTS lines
PRI/T1
Direct Inward Dialing (DID) service
SIP trunking
Long Distance
Toll Free services
Caller ID
Call forwarding
PSAP for voice
SMS text and data

Data services to include but not limited to:

MPLS
SD-WAN
Dark Fiber
Broadband
PtP circuits
Ethernet
SMS text and data
High availability data circuits
Network Operations Center

- Monitoring/Alerting
- Reporting
- Capacity planning
- Problem resolution
- 24x7x365 availability

Both Voice and Data categories will include multiple County agencies including but not limited to Emergency Services and Law Enforcement facilities.

NOTE: Proposers should include in their proposals detailed service level plans they can offer for each and every service they have available.

QUALIFICATION REQUIREMENTS OF THE SELECTED PROPOSER(S)

To be considered qualified, respondents must meet the following minimum requirements:

A. Minimum of three (3) years of experience with voice and data projects of like size and complexity.

B. Demonstrated fault tolerance and geographic diversity to ensure high availability of services

COST

Proposer(s) shall list all service offerings and their associated costs. These costs should directly relate to the scope of services listed above but are not limited to only these services. Rates may not increase over the duration of the contract.

REPORTING

The successful proposer(s) will be expected to provide the ability for Oneida County Information Technology staff to monitor real time and historic performance information including but not limited to data for utilization, troubleshooting up/downtime, latency etc.

CONTRACT CONSIDERATIONS

1. Oneida County intends to award a multi-vendor contract for these services.

2. The contract will be a form mutually drafted between the County and the selected proposer. The County will not accept any form contract unless it has the ability to review, negotiate, and modify the contract provisions, including those provisions relating to insurance, indemnification, and dispute resolution.

3. The County will require the successful proposer to demonstrate, and as applicable provide certificates evidencing, commercial general liability insurance ($1 million per occurrence / $2 million aggregate), workers compensation and employer's liability (statutory limits), business automobile liability insurance ($1 million each accident), excess/commercial umbrella ($5 million), cyber liability insurance ($2 million per occurrence) and professional liability insurance ($2 million per occurrence).

4. The contract is anticipated to be for three years with two one-year renewal options.

5. Interested companies may contact Chuck Klein, 315-798-6471, or by email at cklein@ocgov.net to clarify the requirements of this RFP prior to proposal submission.

6. This RFP and the successful proposal will become attachments to the resulting contract or agreement. Oneida County takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that, all information

contained within County contracts is a public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.

7. All expenses involved with the preparation and submission of proposals, and any work performed in connection therewith, shall be borne by the proposer. No payment will be made for any responses received nor for any other effort required of or made by the o proposer prior to a contract award.

8. All proposers are hereby advised that Oneida County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all proposers agree to such activity and release Oneida County from all claims arising from such activity. Proposals will be evaluated based on the County's analysis and ranking of each firm's responses relative to the activities described in this RFP.

9. Scoring criteria and weights are as follows:

CRITERIA	MAXIMUM POINTS
a. Strength of experience of personnel	20
b. Proposed service levels and support model	30
c. Fault tolerance and geographic diversity	20
d. Cost	30
TOTAL	100

ELEMENTS OF PROPOSAL

Companies interested in providing Oneida County with Voice and Data Services must provide the following:

1. A narrative describing the company's approach to meeting the requirements summarized in this RFP;

2. A project plan describing all actions, activities, costs and timelines required by the proposer and Oneida County to provide the services sought herein;

3. A description of prior projects showing three (3) years of experience;

4. Summary of Network Operations Center support functions and availability;

5. A sample copy of your standard contract, to be modified by the County;

6. A brief outline of your organization including:

    a. Full legal name, state of corporation, and headquarters address of the company (no PO boxes allowed),

    b. Management overview,

    c. Year company was established, and

    d. Current number of employees;

7. Three references for organizations that have utilized your services - similar in size and scope to those described in this RFP. Please include the organizations' names, contact names, telephone number and email address for each contact person.

8. A brief outline of all services currently offered by your organization

9. Proposers must complete and return the certifications that accompany this RFP with their proposal responses.

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This RFP does not commit the County to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.

3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time.

_____
Legal Name of Organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

By submission of this Proposal, each proposer and each person signing on behalf of any proposer certifies,
and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been stated in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer to any other proposer or to any competitor; and

3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal or the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality, including the County of Oneida, and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

_____	_____
Legal Name of Organization	Signature
_____	_____
Date	Printed Name
	_____
	Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

Legal Name of Organization	Signature
Date	Printed Name
	Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

_____ _____

Legal Name of Organization Signature

_____ _____

Date Printed Name

_____

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

_____ _____

Legal Name of Organization Signature

_____ _____

Date Printed Name

_____

Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

_____	_____
Legal Name of Organization	Signature
_____	_____
Date	Printed Name
	_____
	Title

EXHIBIT C

(Proposal)

RESPONSE TO REQUEST FOR BID

"Voice and Data Services"
RFP - #2023-368

Submitted to
Oneida County Information Technology
Chuck Klein, Director of Information Technology

Dan Amado, Lead Customer Experience Manager

December 15, 2023

Northland COMMUNICATIONS

Syracuse, NY
1 Dupli Park Drive
Syracuse, NY 13204
315 671 6200

Holland Patent, NY
9560 Main Street
Holland Patent, NY 13354
315 624 2000

December 15, 2023

Chuck Klein
Director of Information Technology
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Mr. Klein,

Northland Communications is a third-generation family business founded in 1905, providing complete end-to-end communications products and services solutions to the business community of Central New York. Northland Communications' relationship with Oneida County reaches back to the early 1980s.

Our emphasis on customer service, team members and the surrounding community is a result of the family atmosphere at Northland Communications.

These values are what helped transform what once was the Oneida County Telephone Company, founded in Holland Patent, NY in 1905, into what Northland is today. Our timeline details important dates and changes throughout Northland's history.

In 1982, Northland Communications first emerged as a discount long-distance provider after seizing opportunities following the dispossession of AT&T and break-up of the Bell System. The telecommunications industry now welcomed competition and continued to create opportunities for regional companies.

It wasn't until 1996 with the passing of the Telecommunications Act, Northland Networks was established. Primarily focusing on the Utica & Syracuse markets, Northland Networks became a Competitive Local Exchange Carrier (CLEC) and began providing local dial tone services.

In November 1995, Northland acquired controlling interest in Dreamscape Online, which provided dial-up Internet access to thousands of upstate New York users. As the Internet world has evolved, Dreamscape's current focus is providing dedicated bandwidth, email and hosting services to the Central New York business community.

Northland acquired Gaffney Communications in May 2001, expanding our voice and data solutions to include the Nortel product line.

In 2006 Northland began building its fiber optic network to serve the ever-growing bandwidth needs of the CNY business community. Today that network is over 700 miles in length, spans from Herkimer to Syracuse and is built into over 2000 unique building locations.

To further develop an end-to-end, single-company telecommunications solution, all business units, except for Oneida County Telephone, standardized under Northland Communications from a marketing perspective in March of 2006.

While the telecommunications world is constantly changing rapidly, there is one thing that has remained the same: Northland's dedication to our customers and providing them with the best end-to-end solutions through our cutting-edge technology. Our team is highly engaged and committed to excellence.

Overview of services Northland can provide:

NETWORK SERVICES

- DARK FIBER SERVICES
- ETHERNET SERVICES
- MPLS SERVICE
- TDM SERVICES
- BROADBAND FOR BUSINESS
- WIRELESS BACKHAUL
- PRIVATE NETWORK
- DDoS MITIGATION SERVICES

VOICE

- BUSINESS LINES
- PRI/T1 PHONE SERVICE
- DID/COMBO TRUNKS
- SIP TRUNKING
- MICROSOFT TEAMS DIRECT ROUTING

CLOUD SERVICES

- COLOCATION SERVICES
- VIRTUAL SERVERS
- HOSTED PHONE SYSTEMS
- BUSINESS CLOUD FAX

CONSTRUCTION AND CABLING

- INSIDE CABLING
- OUTSIDE PLANT

Northland Communications looks forward to the opportunity of working with Oneida County Information Technology Department to provide and support your voice and data services.

Best Regards,

Dan Amado
Lead Customer Experience Manager

OUR HISTORY

PROVIDING TELECOMMUNICATIONS SINCE 1905

Northland Communications is a third-generation family-owned business that provides telecommunication services to businesses in Central New York. Our origins date back to 1905 with the incorporation of our parent company, Oneida County Rural Telephone. Our rich history has provided invaluable experience, financial stability, and significant resources.

Northland's emphasis on the customer and team member experience and creating a positive impact in the communities we serve is the foundation of our core values. These values transformed Oneida County Rural Telephone into what Northland Communications is today.

Our timeline details important dates and changes throughout our history.

1904 – Ellis Jones organizes a group of neighbors together to start a telephone company to share the results of the Presidential Election of 1904.

1905– Oneida County Rural Telephone is officially incorporated under the management of Ellis Jones.

1926 –Peter E. McCarthy acquires Oneida County Rural Telephone.

1960– Peter E. McCarthy II and Jeremiah O. McCarthy, brothers, started the next generation in OCRT's history. Peter focused his efforts on the outside plant side of the business, while Jerry focused on the business side.

1963 – Following WWII, people migrated from urban areas to the country, and with that OCRT grew. This brought upon demand for toll-free calling; this need was met with free calling to the Utica and Rome markets.

1976 – The ESC-3 electronic switch was installed; this provided touch calling and other customer calling features.

1978 – All Page paging system was installed that offered tone and voice paging.

1982 – Northland Communications is born, offering discount long-distance services. Due to the dispossession of AT&T and the break-up of the Bell System, the telecommunication industry now welcomed competition and continued to create opportunities for regional companies.

1990 – Oneida County Telephone and Northland Communications go digital with the installation of the Stromberg-Carlson DCO digital switch that was placed in service in Holland Patent. At the same time, Remote RL-S 1000 switch was placed in the Westernville exchange. Fiber optic facilities connected Holland Patent and Westernville switches and a fiber optic cable connected Holland Patent and Rome, connecting us to the outside world.

1995 – Northland acquired a controlling interest in Dreamscape Online, which provided dial-up Internet access to thousands of Upstate New York users. As the Internet world has evolved, Dreamscape's current focus is providing dedicated bandwidth, email, and hosting services to the Central New York business community.

1996 – Northland Networks was established with the passing of the Telecommunications Act. Primarily focusing on the Utica and Syracuse markets, Northland Networks became a Competitive Local Exchange Carrier (CLEC) and began providing local dial tone service.

2001 – Northland Communications acquired Gaffney Communications in May of this year, expanding our voice and data solutions to include the Nortel product line.

2006 – Northland began building its fiber-optic network to serve the ever-growing bandwidth needs of the Central New York business community. Today that network is over 1,000 miles in length, spanning from Herkimer to Syracuse.

2006 – In an effort to further develop an end-to-end, single-company telecommunications solution all business units with the exception of Oneida County Rural Telephone, became standardized under Northland Communications from a brand perspective.

2014– Oneida County Rural Telephone started replacing the copper network with fiber to the home, giving customers access to gigabit speeds.

2016 – Northland invested in our product offering and added Hosted PBX through Avaya to our lineup, branded as our Business Unlimited powered by Avaya.

2017- New York State Broadband Office awards Oneida County Telephone a grant to migrate households from copper to fiber-optic lines giving faster broadband access to homes.

2017 – We renovated and expanded our Holland Patent office. Northland Communications and our affiliated company, Oneida County Rural Telephone, moved into a combined workspace at our 9560 Main Street office.

2017 – Northland enters into a partnership with Metaswitch to offer MaX UC, our Unified Communications platform.

2018 – In 2018, our leadership team implemented the EOS management methodology. This methodology brought cohesion internally, allowing us to focus on the right things, set corporate goals, and align departmental projects.

2018 – Northland Communications branding is defined: Creating Quality Connections both internally with our team members and externally with our customers and in the communities we serve.

2020 – The novel COVID-19 Coronavirus hits. Northland team members worked virtually from their homes to provide solutions to keep our customers connected to their business. We partnered with Metaswitch to offer free MaX UC licenses to our business community to support a remote workforce. Northland also partners with Avaya to provide bandwidth upgrades to our customers.

2020– Greater Utica Chamber of Commerce acknowledged and awarded Northland Communications with Business of the Year. We are proud of this accolade because our team members came together in a trying year to make this possible.

2021 – Northland invests in its core network through a partnership with Arista. This investment enhanced our network with an increase in bandwidth capacity, speed, and most importantly, security.

Northland Communications

Dedicated Internet, Cloud, Colo and MPLS Services Service Level Agreement (SLA)

Revision 03.07.23

Introduction

Northland's Service Level Agreement (SLA) specifies minimum service levels measured as Service Availability, Network Latency, Packet Loss and Jitter. This SLA applies to Cloud and Colocation services and Internet and MPLS services delivered over T1, Ethernet, fiber optic facilities and wireless only.

1. Service Availability for Network Connectivity

Service Availability is defined as a customer's ability to exchange IP packets with Northland's network through network components provided or owned by Northland. Service availability is continuously monitored by logging any connectivity status changes on the customer's router. If there is no connectivity for 30 consecutive minutes, the service is considered to be in an outage situation. A service outage begins when the Customer reports a service to be interrupted and releases to Northland for repair. A service outage ends when the service is operative. If the outage is a result of a failure of any component on Northland's network or customer premise equipment supplied and managed by Northland, Northland will issue a credit based on the length of the outage, subject to the "Eligible Service Credits" and "Service Credit Process" below. Service outages caused by planned maintenance, unauthorized modification of installed hardware, excessive bandwidth use caused by the customer, power failures or failure of any customer premises equipment or network services obtained from a source other than Northland are not covered by this Service Availability Agreement and are not eligible for credit. Situations where Northland cannot reach the technical contact and/or arrange access to customer premise for repair may also not be eligible for some or all credit.

Minimum Service Level Guarantee Metric

The following metric describes the minimum percentage of time each month that network connectivity is guaranteed to be available, subject to exclusions above. Should this target not be met, the customer may be eligible for credit as described above.

Service Level Guarantee	Metric
Network Availability	99.999%

2. Service Availability for Business Unlimited Hosted Voice Services

Service availability for Business Unlimited is defined as Northland's ability to provide a fully functional infrastructure that can support a hosted telephone system. The infrastructure enables a customer to place and receive telephone calls and benefit from voice applications included with the service.

Service availability is continuously monitored by logging the operational status of Northland's voice services. If the infrastructure that supports the customer's service is inoperable for 30 consecutive minutes, the service is considered to be in an "outage" situation. A service outage begins when the Customer reports a service to be interrupted and releases to Northland for repair. A service outage ends when the service is operative.

Service outages caused by planned maintenance, issues caused by customer's operating system or software applications, excessive bandwidth use caused by the customer or failure of equipment or network connections at the customer's location are not covered by this Service Availability Agreement and are not eligible for credit.

3. Service Availability for Cloud Computing Services

Service availability for cloud servers is defined as Northland's ability to provide a fully functional infrastructure that can support a running operating system based on the specifications (RAM, CPU and Disk) purchased by the customer.

Service availability for cloud storage and cloud backup is defined as Northland's ability to provide storage that is operable and readily available to customers over network connections (such as internet or MPLS connections).

Service availability is continuously monitored by logging the operational status of Northland's cloud infrastructure. If the infrastructure that supports the customer's service is inoperable for 30 consecutive minutes, the service is considered to be in an "outage" situation. A service outage begins when the Customer reports a service to be interrupted and releases to Northland for repair. A service outage ends when the service is operative.

Service outages caused by planned maintenance, issues caused by customer's operating system or software applications, excessive bandwidth use caused by the customer or failure of equipment or network connections at the customer's location are not covered by this Service Availability Agreement and are not eligible for credit.

4. Service Availability for Colocation Services

Service availability for Colocation services is defined as Northland's ability to provide a fully functional infrastructure that provides physical space, electrical power and network connectivity

as defined in the customer's service contract.

Service availability is continuously monitored by logging the operational status of Northland's physical infrastructure. If the infrastructure that supports the customer's service is inoperable for 30 consecutive minutes, the service is considered to be in an "outage" situation. A service outage begins when the Customer reports a service to be interrupted and releases to Northland for repair. A service outage ends when the service is operative.

Service outages caused by planned maintenance, issues caused by customer's equipment or software applications, excessive bandwidth use caused by the customer or failure of equipment or network connections at the customer's location are not covered by this Service Availability Agreement and are not eligible for credit.

5. Network Latency Guarantee

Network Latency refers to the amount of time (Round Trip Time) that it takes for an IP packet to traverse Northland's network backbone. Northland monitors latency at regular intervals and compiles the data into a monthly average. Northland target objective is to maintain the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	45ms

Network Latency Credit: In the event that guaranteed network latency measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).

6. Packet Loss

"Packet Loss" is a measurement of the percentage of packets that are dropped on the Northland network backbone. Northland monitors packet loss at regular intervals and compiles the data into a monthly average. Northland's target objective is to meet the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	.05%

Packet Loss Credit: In the event that guaranteed packet loss measurements are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).

7. Jitter

"Jitter" is a measurement of packet delay variation between network nodes on the Northland network backbone. Northland monitors jitter at regular intervals using packet tests and compiles the data into a monthly average. Northland's target objective is to maintain the following standard:

Type of Connection	Metric
T1, Ethernet, Optical and licensed point to point wireless	2ms

Jitter Credit: In the event that jitter loss measurement standards are not met during any one calendar-month period, Northland will provide a credit equivalent to one (1) day of service charges (based on 1/30th of the monthly service charge).

8. Mean Time to Restore

The mean time to restore (MTTR) measurement is the average time between the start of a service impacting issue and the resolution of the issue.

There are two (2) priority levels of Trouble Ticket severity (Critical and Major).

MTTR objectives for each severity level is:

Severity 1 – Critical	Average within 2 hours
Severity 2 – Major	Average within 4 hours

"Severity 1 – Critical" is defined as a complete outage affecting Customer's Service. "Severity 2 – Major" is defined as a partial outage or service degradation affecting Customer's Service.

9. Exclusivity of Remedy

The credits described herein are customer's sole remedy for failure to meet any criteria, standard, measurement, goal, or objective set forth in this Service Level Agreement, regardless of cause. In no event shall the cumulative credits for all missed measurements and service outages in any month exceed the payments by Customer for charges applicable to the impacted service in that month.

10. Calculation of Credits for Service Outages

A credit allowance will be given, upon request of the customer to the business office, for outages of 30 minutes or more. Credit allowances will be calculated as follows:

- If the outage continues for less than 24 hours:
    - 1/30th of the monthly rate if it is the first outage in the same month
    - 2/30ths of the monthly rate if there was a previous outage of at least 24 hours in the same month.
- If the outage continues for more than 24 hours:
    - If caused by a storm, fire, flood or other condition out of Northland's control, 1/30th of the monthly rate for each 24 hours of outage
    - For other outage, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof);

however, if service is interrupted for over 24 hours, more than once in the same month, 2/30ths allowance applies to the first 24 hours of the second and subsequent outages.

Two or more outages of 15 minutes or more during any one 24-hour period shall be considered as one outage.

A maximum of 15/30ths allowance would be provided in any one month.

11. Eligible Service Credits

Credits are based on the charges related only to the affected service. This excludes credit for any other fees that might be charged to the customer. This includes, but is not limited to, set- up fees, local loop fees, muxing charges, and fees for additional services such as additional IP addresses, support charges, and other services.

12. Service Credit Process:

Filing Period

Claims for service availability credits must be submitted within 2 weeks of the event. Network Latency, Jitter and Packet Loss claims must be submitted within 30 days after the last day of the month when service levels are not met.

Claim Process

Customer must submit the required information by electronic mail to:

customersupport@northland.net

Northland will acknowledge all claims within two business days and will review all claims within ten business days of receipt. Customer will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection. Customer has the right to contest any rejection of credit issued by Northland.

Required Information

The claim must include the following information:

a. Organization name
b. Administrative Contact's name and contact information
c. Date and beginning/end time of outage or failed metric
d. Brief description of the characteristics of the outage or failed metric.

Credit Process

Approved Service Level Guarantee credits will be applied to the Customer's billing during the billing cycle following the claim approval.

13. Policy Change

Northland reserves the right to change, amend, or revise this policy at any time.

The Northland Network does not include equipment located at Customer's premises whether or not provided by Northland, telephone circuits or networks between a POP and Customer's location, inactive POPs, or any networks, network equipment, or telephone circuits not owned or controlled by Northland.

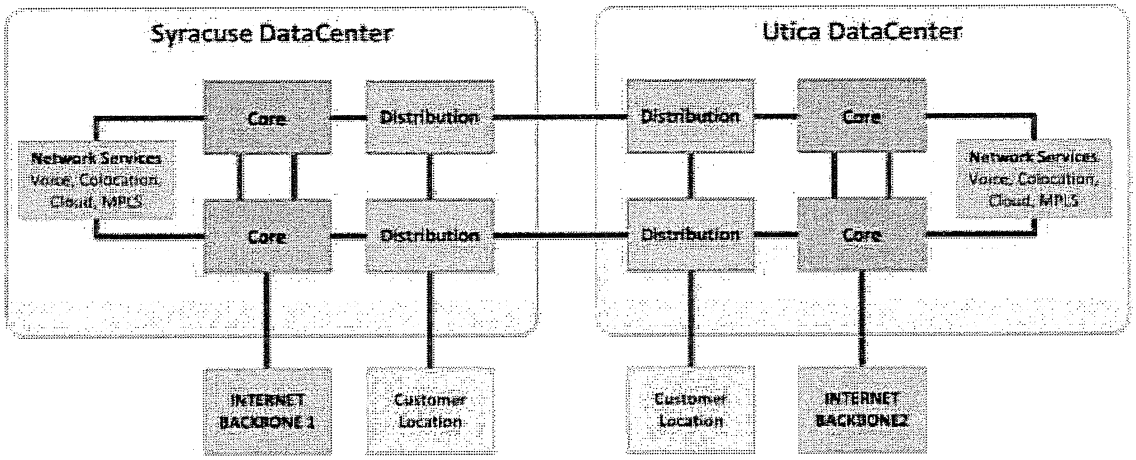
Northland Communications

Core Network

Revision 12.08.2023

Reliable systems that monitor every aspect of the Data Center

Northland's voice and data network possesses extraordinary capabilities that are reliable, flexible and secure. Our customers enjoy having local management—meaning our employees are fully aware and vested in their clients' accounts. Northland not only has the network capable to run your business, but also has your back. Our voice and data network is the foundation of our relationship with our customers. Without it, everything else is irrelevant.



DATA	VOICE
+ Large Capacity Public Internet IPv4/IPV6 Routing + Full BPG4/6 Peering + MPLS IP/VPN Routing for Multi-Site WAN +Internet Bandwidth from Multiple Upstream Providers + VOIP/QoS Capable + MEF Compliant Carrier Ethernet Services + Virtualized Redundant Cloud Computing Platform + Optional Advanced DDoS protection	+ Local PSTN Call Termination + Long Distance and 800 Termination + T1/PRI Handoffs + SIP Trunking over Ethernet

Reliability Features

System Backup

Should any single component in a redundant system fail or if an entire redundant system fails, there is an identical active redundant system that can take over instantly.

Two Separate Upstream Connections

Northland maintains two separate upstream internet backbone connections with different providers that are completely diverse from each other; one in Syracuse and one in Utica. Should either provider fail, all internet traffic is almost instantly rerouted through the other provider.

Two Diverse Power Connections

Each redundant system is separately powered by two diverse power connections. The source of the power is provided by multiple large onsite batteries. In the event of a power outage, the battery will provide uninterrupted power for several hours until either our generators take over or power is restored. We maintain and regularly test multiple truck mounted generators.

Multiple Air-Cooling Systems

Northland has multiple air-cooling systems in each data center that back each other up. This allows us to take one system offline for maintenance when needed or continue to provide adequate cooling if one system fails.

24/7 Monitoring and Response

Our telemetry systems continually monitor every aspect of the datacenter including the status of all devices and their components, power status, environmental conditions, water sensing and security. Staff is notified and responds 24/7 to any event outside of normal conditions.

PRICING

Northland Communications proposes the below pricing based on a 36-month term.

Prices below do not include taxes and surcharges.

Prices below are based on services being provided on Northland fiber; prices may vary if outside carriers are required to deliver service to a location outside Northland's fiber network.

PRI	$200.00
Flat Rate PRI	$250.00
(Local & Domestic LD Included)	
Caller ID Numeric	$0.00
Caller ID Name	$0.00
DID Block of 100	$13.67
DID Block of 20	$2.73
DID Block of 5	$2.00
POTS Line	$11.80
Trunking Service	$11.80
Local Usage Rate per minute	$0.008
LD Rate per minute	$0.020
Toll Free Rate per minute	$0.020
SIP	
SIP Concurrent Call Path	$15.00
(Local & Domestic LD Included)	

Private Network (Point to Point)	
1.5Mbps (T1 Based)	$275.00
10Mbps	$275.00
20Mbps	$275.00
25Mbps	$275.00
50Mbps	$300.00
75Mbps	$325.00
100Mbps	$350.00
200Mbps	$450.00
500Mbps	$675.00
1Gbps	$950.00

MPLS	
5Mbps	$244.11
10Mbps	$287.11
20Mbps	$307.11
25Mbps	$307.11
30Mbps	$327.11
50Mbps	$357.11
75Mbps	$377.11
100Mbps	$397.11
200Mbps	$457.11
500Mbps	$597.11
1Gbps	$997.11

Fiber Internet Access - Symmetrical	
10Mbps	$155.00
25Mbps	$155.00
50Mbps	$235.00
75Mbps	$315.00
100Mbps	$400.00
200Mbps	$500.00
500Mbps	$700.00
1Gbps	$1,150.00
2Gbps	$1,700.00
3Gbps	$2,000.00
4Gbps	$2,300.00
5Gbps	$2,600.00
6Gbps	$2,900.00
7Gbps	$3,200.00
8Gbps	$3,500.00
Above 8Gbps: Pricing Provided on an Individual Case Basis	ICB

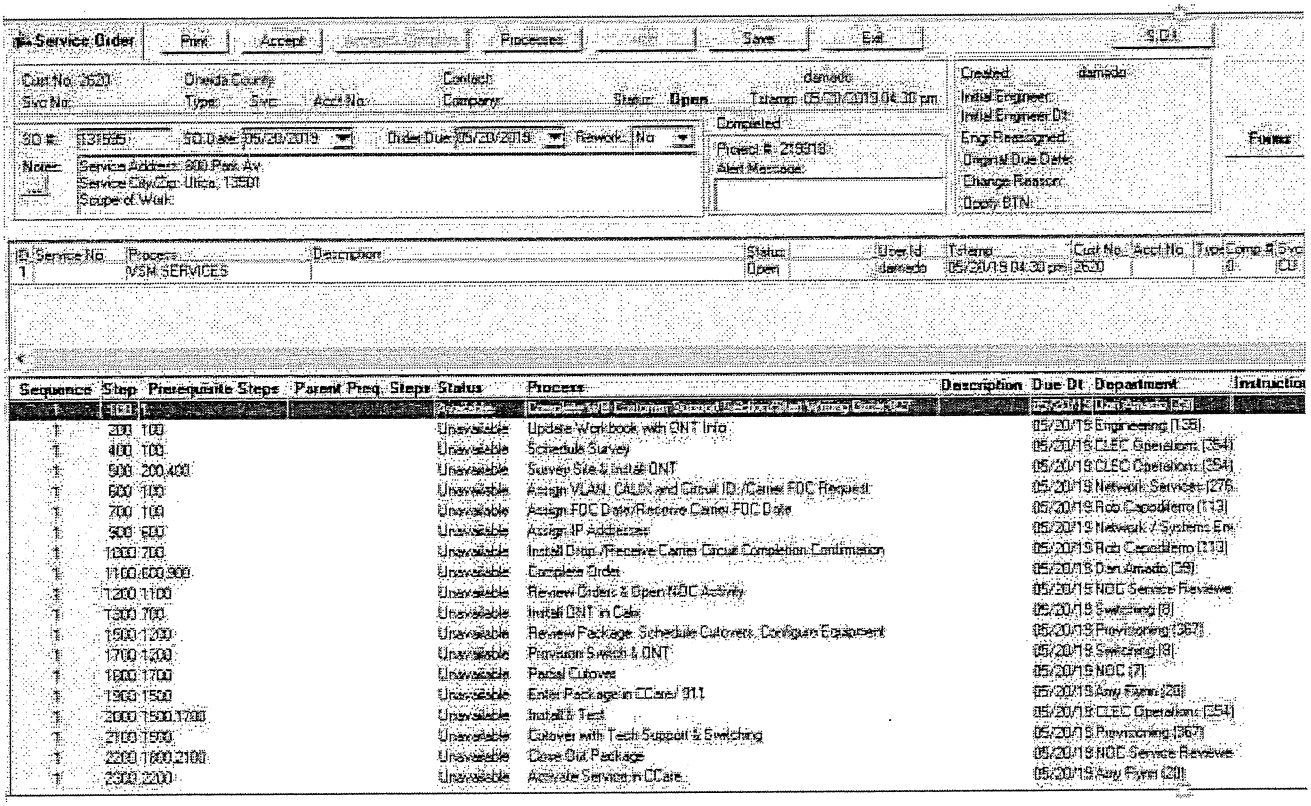
Fiber Internet Access - Asymmetrical	
250x50Mbps	$155.00
500x75Mbps	$235.00
800x100Mbps	$315.00

IP Block Maintenance Fees	
/30 (1 Usable)	$18.99
/29 (5 Usable)	$24.99
/28 (13 Usable)	$35.99
/27 (29 Usable)	$49.99
/26 (61 Usable)	$68.99
/25 (125 Usable)	$93.99
/24 (253 Usable)	$118.99

SD-WAN
Not Available

PROJECT PLANNING

Northland Communications uses VSM Queues, designed by Northland Software, to integrate steps from various departments and manage projects.



MONTHLY STATUS REPORTS

Northland has the ability to provide customers with Business Reviews which include the following:

- Northland's Support Team
- Customer Contacts in Northland's database
- Customer Services by location
- Bandwidth Utilization by location
- Trouble Tickets for past 3 months

Northland also can provide status reports, updates and timelines on a project-by-project basis, customized to the scope and length of the project.

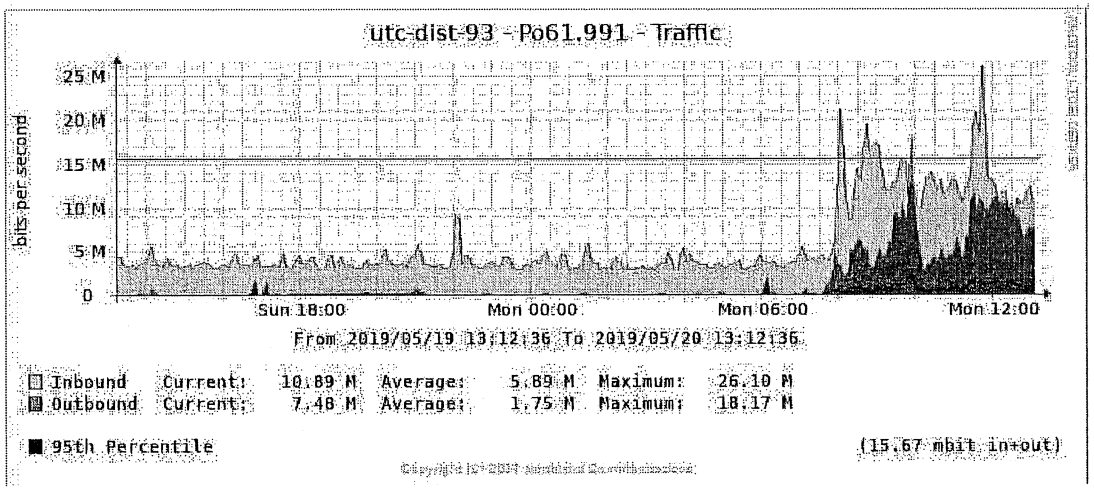
SELF-SERVICE TOOLS

Northland provides our customers with a variety of tools to best manage their account.

Bandwidth Utilization Graphs

View bandwidth graphs of Internet and MPLS services.

http://netmonitor.northland.net/

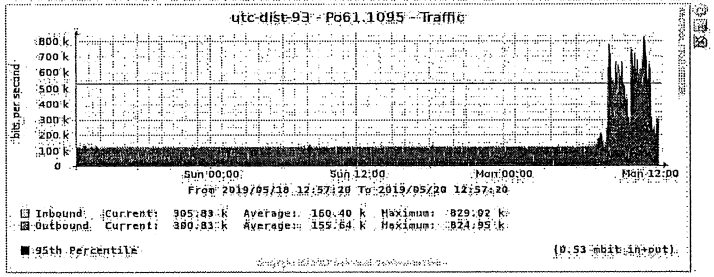


Console | Graphs

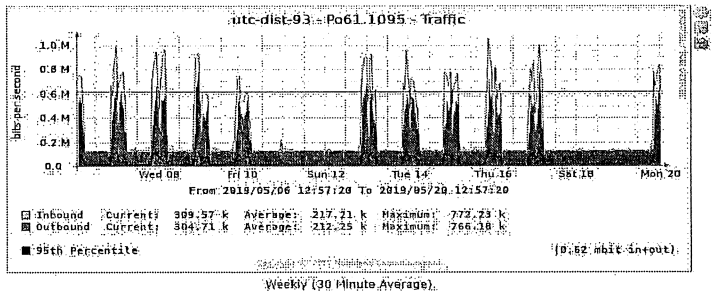
Tree Hide | 3937345 - County Of Oneida Central Services (5013180OPARKA-IP-001-E3 - MPLS IP VPN) | Time Graph View

- 3437945 - County Of Oneida Central Services
  - 50015301WDOMI-NF-001-E1 - MPLS IP VPN
  - 50020300WDOMI-NF-001-E1 - MPLS IP VPN
  - 50020300WDOMI-NF-001-E3 - MPLS IP VPN
  - 5013180OPARKA-NF-001-E1 - INTERNET
  - 5013180OPARKA-NF-001-E2 - MPLS IP VPN
  - 50198406ELIZA-NF-001-E1 - MPLS IP VPN
  - 50199321MAINS-NF-002-E1 - MPLS IP VPN
  - 50283930YORKS-NF-001-E1 - MPLS IP VPN
  - 50382185GENES-NF-001-E2 - MPLS IP VPN
  - 50396120AIRLN-NF-001-E1 - MPLS IP VPN
  - 50396120AIRLN-NF-001-E2 - INTERNET
  - 50392600OAIRP-NF-0001-E1 - MPLS IP VPN
  - 5013180OPARKA-NF-001-E3 - MPLS IP VPN

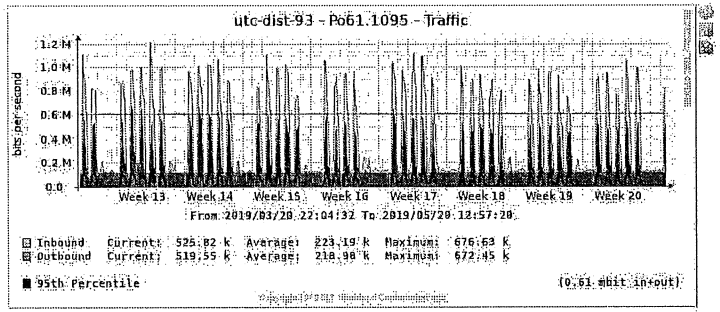
Viewing Graph utc-dist-93 - Po61.1095 - Traffic



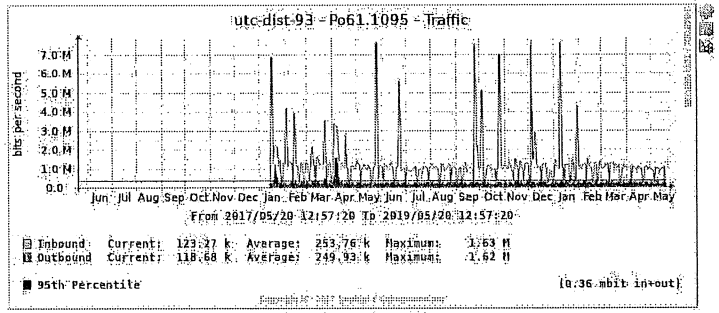
Daily (5 Minute Average)



Weekly (30 Minute Average)



Monthly (2 Hour Average)



Yearly (1 Day Average)

Northland
COMMUNICATIONS

MAJOR FIBER PROJECTS

ONEIDA COUNTY RURAL TELEPHONE, a division of Northland
1993 completed fiber network to serve the community's communication needs

STATEWIDE
During early 2000s Northland constructed several networks for independent telephone companies and municipalities throughout the state

GRIFFISS BUSINESS AND TECHNOLOGY PARK
2005, began serving as the primary fiber infrastructure for communication needs of clients at the Park

ROME MEMORIAL HOSPITAL
2008, Northland had designed, constructed and continues to support a three-site fiber optic wide-area network for Rome Memorial Hospital

UTICA SCHOOL DISTRICT
April 2011, Northland completed construction of a 10 Gigabit Lit Fiber-Based network for Utica Central School District through Madison-Oneida BOCES, the first of many networks serving local school districts

MADISON ONEIDA BOCES MORIC
Starting in 2013 to present, the MORIC Lit Fiber network providing private data connections to component schools has grown to support districts: Central Valley, Frankfort, Utica, Whitesboro, New Hartord, Rome, VVS, and Oneida with 50Mbps – 10 Gigabit connections.

UNSPECIFIED (CLASSIFIED) CUSTOMER
2014, Northland built and continues to support a dark fiber network comprised of 4 to 24-strands of fiber per customer location, to over 20 locations spanning 57 miles.
Five locations have completely redundant and diverse connections.

MADISON COUNTY OFFICE PARK
2015, serving the main campus and police department providing voice and internet access and private data connection to co-located servers in Northland's Utica data center.

ROUTE 5 CORRIDOR
2016, serving multiple anchor customers, Northland's fiber network extends from the Utica data center west to Rome, Oneida, Canastota, Chittenango, East Syracuse, to our data center in Syracuse. With this build, Northland created redundant routes both north and south to ensure the resilience and reliability of our core network further.

Northland
COMMUNICATIONS

MAJOR FIBER PROJECTS (CONTINUED)

ONEIDA COUNTY AT GRIFFISS TECHNOLOGY PARK

2017, dark fiber infrastructure at Oneida County International Airport to provide data infrastructure for the Drone Operations Center.

GRYPHON SENSORS

2017, lit fiber services for Spring Road, Vernon and Madison County Offices, Wampsville to support flight testing along the corridor.

INDEPENDENT CONSTRUCTION PROJECTS BEGAN IN THE 1970s.

OTHER CURRENT FIBER PRESENCE SERVING:

CenterState CEO, The Tech Garden, SRC, AX Enterprize

ONEIDA COUNTRY RURAL TELEPHONE

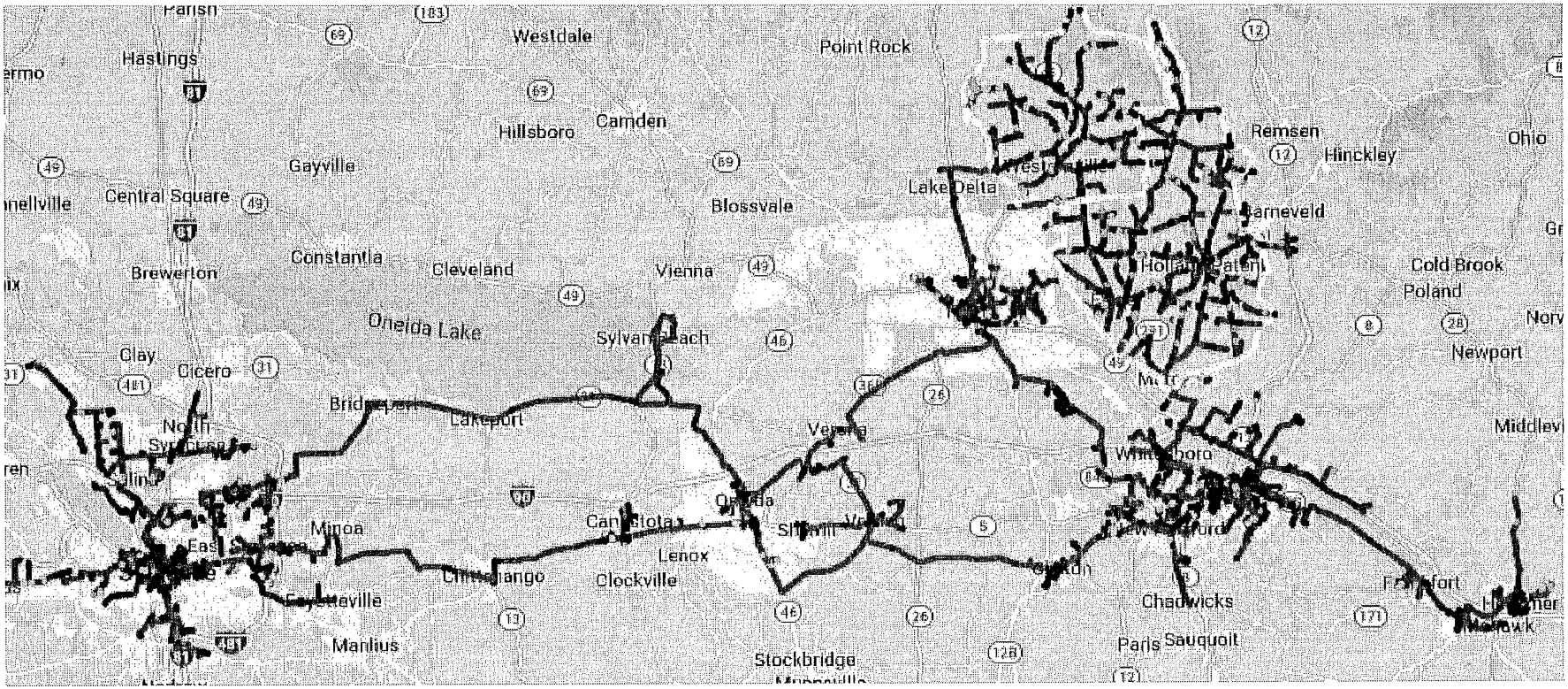
2019, Completed 150 mile fiber build

FAYETTEVILLE ROUTE 5

2023, Completed lit fiber services along Route 5 in Fayetteville

FIBER OPTIC FOOTPRINT

Most recent map can be viewed at www.northland.net.



NETWORK OPERATIONS CENTER (NOC)

Contacting the NOC

- Hours of Operation- 7:00am to 6:00pm Monday-Friday
    - 315-624-2033 Greater Utica Area Customers
    - 1-866-624-2033 Out of Area Customers
    - Email – noc@northland.net (This email is only monitored during normal business hours)
- After Hours Support - calls will go to Northland's answering service and then the answering service will call out the technician that is on call 24/7; answering service has an escalation process in place that if the technician does not respond in 15 minutes to attempt to contact them again via cell, and home numbers. If no success, they will escalate to NOC manager, attempt the NOC manager in the same manner and then escalate the trouble to the Senior Vice President
    - 315-624-2033 Utica Customers
    - 1-866-624-2033 Out of Area Customers

External Communication

- Customers can call the above contact numbers or email noc@northland.net (This email is only monitored during normal business hours)
- For an outage issue it is best to call and speak directly with a technician

The NOC Trouble Ticket System

Ccare is Northland's database, developed in-house, for customer documentation as well as trouble ticket system. Northland does not currently have web access for customers for an online trouble ticket system.

Northland can supply a web interface for its traffic monitoring tool. The web interface is password protected, and is provided after installation takes place.

Customer Outage Notification

Northland will work directly with customers to establish a customized Disaster Recovery (DR) plan that Northland Technicians can reference for quick and direct customer contact during an outage situation. The NOC monitors a customer's service via network tools and alarms are monitored 24/7. The NOC generates a trouble ticket within the Northland trouble ticket system. The NOC technician that opened the trouble ticket does a brief trouble analysis to begin to identify where the trouble resides. After the brief analysis, the technician goes to Northland's Ccare database to gather contact information for the

customer. Northland categorizes specific contacts in its system as emergency contacts for outages. Northland would utilize any contact information including work, home, and cell phone numbers. The technician would reach out to the primary emergency contact and if no answer, would leave a message when possible. The technician would continue down through all possible emergency contacts for the customer until direct contact is made. This takes place during Northland's normal business hours as well as after hours by the on-call NOC technician

Network Operations Escalation List

First Level:
NOC Technician
Email: noc@northland.net
Phone: 315-624-2033

Second Level:
Mark Canale – Director of Network Management Centers
Email: mcanale@northland.net
Phone: 315-671-6209
Cell: 315-271-7011

Third Level:
Scott Tyler – Vice President of Operations
Email: styler@northland.net
Phone: 315-671-6204
Cell: 315-552-8461

Fourth Level:
Brian Healey - Senior Vice President
Email: bhealey@northland.net
Phone: 315-624-2222
Cell: 315-525-1646

Fifth Level:
Jim McCarthy - President
Email: jmccarthy@northland.net
Phone: 315-671-6222
Cell: 315-527-6468

Northland Communications
Planned Maintenance and Outage Response
Revision 03.07.23

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Northland Communications

Planned Maintenance and Outage Response

Revision 10.18.22

1. Unplanned Outages

Unplanned outages are events that negatively impact the service to multiple customers

1.1. Manager notification procedures upon detection of outage

1.1.1. Manager/Engineer Procedures

When a technical manager is aware of a service outage, that individual will immediately contact the NOC per section 1.2.1 below

1.2. Outage Response and Communication Procedures

1.2.1. Technical Manager Procedures

Immediately after the technical managers identify or are informed of an outage, the manager will contact the NOC with a basic description of the event, estimated time to repair and information about affected customers (if known). The manager must also contact their VP or company owner *by phone* with an update.

Throughout the outage, technical managers will continue to notify the NOC of any updates. The NOC will manage sending out follow-up notifications as information changes.

1.2.2. NOC Procedures

In response to a major outage (such as a T3 or switch outage), the NOC will come together and identify as a group the individual in the NOC that will be in charge of customers with disaster recovery plans. That one individual will not answer the phones until all disaster recovery plans are implemented and tested. The disaster recovery plans will be the main focal point for that one individual. The NOC will also identify one individual who will open a trouble ticket into Ccare under the appropriate outage accounts (Long Distance, Network, Internet). These 3 accounts will send out emails to NCG-All on every action taken on the ticket.

Disaster Recovery plans are very important to get implemented because in many situations the sales force can sell a customer on the DR plans. The NOC needs to make sure to do as much as possible to get this implemented as soon as possible.

In the event that an outage occurs after hours, it will be best effort to get the trouble out to the carrier in question and then implement the disaster recovery plans. The most important will be getting the trouble out to the carrier and then starting to implement DR plans. Customers that are calling in to get status or numbers forwarded will be second in line to those who have disaster recovery plans. That information will be relayed to the party responsible for getting the disaster recovery plans
implemented. In the event that an outage occurs after hours, the NOC Manager will try to make themselves available, the NOC Manager will work with the technician on call and one of them will work solely on the DR plans.

The NOC will open a trouble ticket in Ccare under one of the following accounts depending on the type of outage (long distance, network, internet) which will send out emails to NCG-ALL on every update that goes into the trouble ticket. The NOC will provide a brief description of the outage in the description field. The NOC will provide any estimated time of repair (ETR) if there is one available as well as a list of customers that are affected if it is known who is impacted.

Outages-Major
NRD Telephone -
30
NRD Networks - 3468835
NRD Dreamscape –
3450465

We will use the listed accounts below for opening trouble tickets associated with Northland Communications

- **Northland Telephone** would be used on issues pertaining to long distance or toll-free troubles
- **Northland Networks** would be used on issues pertaining to DS3, circuit, Calix, or switch outages
- **Dreamscape** would be used on issues pertaining to core routers, distribution routers, mail servers, web servers, etc.
-

1.2.3. NOC Customer Communications Guidelines

The NOC will use best efforts to contact as many customers as possible during any outage, starting with "A" level customers. The NOC is responsible to work with technical managers to determine which customers are affected and to determine a list of affected customers if possible.

1.3. Communicating after an outage

1.3.1. Technical Manager Procedures

Technical managers and teams will immediately notify the NOC when the outage is resolved and will provide the NOC with a brief description of what caused the outage.

After the outage, the technical manager(s) responsible for the area of service will determine who will write a detailed description of the outage event. There will be 2 versions of this document that must be completed within 2 hours after the event. One for customers and one for internal employees. The documents will include the following information:

- Overview of the event
- Detailed root causes
- How Northland resolved the problem
- What plans Northland has to prevent the problem from occurring again

The technical manager will send these documents to NCG-ALL within 2 hours after the event is resolved.

1.3.2. NOC Procedures

Once the causes of the outage are understood, the NOC will update customers who called in or who were contacted by the NOC during the outage. If any customers require additional details about the outage, the NOC should explain that our technical management is developing a detailed response and that the customer's customer service representative will send that information to the customer as soon as available. The NOC should then notify the CR rep through the ticket.

2. Planned Maintenance

Any work that could possibly affect multiple customers will be planned in advance during an afterhours window.

2.1. Maintenance period window

All planned maintenance should be performed between midnight and 6am

2.2. Advance notification procedures

The technical manager who will manage the event will send an Email to NCG-ALL for the event which will include a list of customers that will be affected along with the communication that will be sent to customers. Customers should receive a minimum of 7 days' notice of the maintenance. The notice must include the following:

- Information about what when the maintenance will be performed
- Information about what services will be affected and for how long
- An explanation about why we are performing the maintenance
- If applicable, some statements about how the event will benefit customers
- Details about who to contact with concerns about the event

Example Notification

Subject: NORTHLAND NETWORK MAINTENANCE Nov 24, 2010

Northland Communications will be performing network maintenance starting at 12:30 a.m. on 11/24/2010 with an estimated ending time of 2:30 AM on 11/24/2010. Although the impact to your service is expected to be very brief, we are taking every possible precaution including scheduling this event off hours. Customers using Northland's fiber services in Rome and ADSL customers in OCRT may experience brief service outages during this time period.

The purpose of the maintenance is to correct a potential issue with the self-healing features of our fiber optic network in the Rome and Oneida County area. Our network is designed with features that provide survivability even during a severe fiber cut. This event will ensure that these features are fully operable.

If you have any concerns about this event, please contact our NOC at 624-2033

2.3.Post maintenance procedures

After the maintenance is complete, an internal email should be sent to NCG-ALL by the lead technical person or manager that performed the maintenance.

If the planned maintenance exceeds the window of time allocated to it, the event should be handled as an outage. The technical manager should follow the same procedures for an unplanned outage.

3. Emergency Maintenance

Emergency maintenance is any planned maintenance that must be performed with less than 7 days advance notice.

3.1.Maintenance period window

All emergency maintenance should be performed between midnight and 6am wherever possible, however some events may require work during the day which will require permission from Jim McCarthy.

3.2.Advance notification procedures

The technical manager who will manage the event will send an Email to NCG-ALL for the event which will include a list of customers that will be affected along with the communication that will be sent to customers. Customers should receive notice as soon as possible. The notice must include the following:

- Information about what when the maintenance will be performed
- Information about what services will be affected and for how long
- An explanation about why we are performing the maintenance and why it is an emergency
- If applicable, some statements about how the event will benefit customers
- Details about who to contact with concerns about the event

Example Notification

Subject: NORTHLAND EMERGENCY MAINTENANCE Nov 24, 2010

Northland Communications will be performing network maintenance starting at 12:30 a.m. on 11/24/2010 with an estimated ending time of 2:30 AM on 11/24/2010. Although the impact to your service is expected to be very brief, we are taking every possible precaution including scheduling this event off hours. Customers using Northland's fiber services in Rome and ADSL customers in OCRT may experience brief service outages during this time period.

The purpose of the maintenance is to correct a potential issue with the self-healing features of our fiber optic network in the Rome and Oneida County area. Our network is designed with features that provide survivability even during a severe fiber cut. This event will ensure that these features are fully operable.

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3.3. Post maintenance procedures

After the maintenance is complete, an internal email should be sent to NCG-ALL by the lead technical person or manager that performed the maintenance.

If the planned maintenance exceeds the window of time allocated to it, the event should be handled as an outage. The technical manager should follow the same procedures for an unplanned outage.

4. Critical Customer Notification

4.1. Distribution List

The NOC will maintain a Constant Contact distribution list called "Critical Customers" that will contain contacts of customers that want to receive additional notifications on planned work that Northland may perform to upgrade, change or modify some aspect of the network.

Customer Relations, Sales or the NOC would typically identify and obtain approval from customers that would be on this list

4.2. Process for Notification

The Director of Switching or Director of System Administration will provide at least 3 days notification to the NOC along with a description of the work performed. The NOC will then send a notification to the Critical Customer list before or on the next business day.

4.3. Criteria for Notifications

The director of switching and director of system administration would be responsible to identify planned work that would cause even the slightest outage or carry some level of risk.

Examples of work activity that would result in a notification

- Any work that is performed outside of business hours that would make any physical or logical change to the operation of the network that could possibly have any impact to more than 1 customer.
- Any physical modification to any core or distribution device such as swapping out modules even if such modifications are designed to not interfere with the operation of the device
- Any software upgrade to any device even if that upgrade is not designed to interfere with the operation of the device
- Modifying power connections of devices

Example of work activity that would –not- result in a notification

- Making or changing Ethernet connections between devices
- Adding or changing cross connect wiring between devices
- In most cases, running or changing overhead cabling, provided the director assesses there is minimal risk

Northland COMMUNICATIONS

VOICE + INTERNET AGREEMENT

SAMPLE

CUSTOMER: Oneida County
CUSTOMER REPRESENTATIVE: Chuck Klein
DATE: December 15, 2023

Northland Communications and Oneida County will enter into the following agreement for the period of 36 months for services located as indicated.

ORDER INFORMATION

SERVICES DESCRIPTION	MONTHLY RATE PER UNIT	QTY	SUBTOTAL
	$0.00	1	$0.00

FIBER INTERNET DESCRIPTION	MONTHLY RATE PER UNIT	QTY	SUBTOTAL
	$0.00	1	$0.00
Northland Communications will provide dedicated Internet access using IP routing.			

PRIVATE DATA NETWORK DESCRIPTION	MONTHLY RATE PER UNIT	QTY	SUBTOTAL
	$0.00	1	$0.00
Northland provides tariffed and non-tariffed network facilities. In the event that tariffed facilities are used, the pricing is reflective of tariffed services purchased from another network provider on behalf of Oneida County, plus a monthly access coordination charge for services performed by Northland Communications. In the event of a tariff change by the other network provider, Northland Communications reserves the right to adjust this pricing in accordance with the tariffed rate change.			

INSTALLATION DESCRIPTION	ONE-TIME CHARGE
Circuit Installation	$ XXX.xx
Installation will be scheduled to be completed during normal business hours (8am to 4pm, Monday - Friday). If cutover is required to take place outside of normal business hours, an additional $500.00 fee will apply.	

NOTIFICATIONS

Pricing is subject to change, without the bundled services of Northland which may include local usage, long distance, dedicated Internet, communications equipment and/or data services.
Any private network circuits with Northland or any other provider, require a minimum 30 day written notification to cancel the circuits to the appropriate provider.

Taxes and surcharges are not included in pricing.

VENDOR INFORMATION

All vendor related charges are the responsibility of the customer, if required.

TAXES AND SURCHARGES

All charges are exclusive of all taxes, and tax-related surcharges, which Customer agrees to pay. In the event that Customer provides Northland with an authorized exemption certificate, Northland agrees to exempt Customer, effective on the date the exemption certificate is received by Northland.

E911

Northland Communications is responsible for reporting the physical location of phone numbers to E911 services. For each phone number, Northland's standard policy is to report the location specified on this contract. Should customer implement Voice over Internet Protocol (VoIP) technology on their network and use these phone numbers from locations other than what is specified in this contract, Northland Communications is not liable for erroneous information transmitted to E911 services.

Customer acknowledges reading this notification and understands the limitations associated with their VoIP services by initialing below. By initialing below, Customer also acknowledges that they are authorized to represent and make decisions regarding the telecommunications services provided to this account.

_____

Chuck Klein Initials

LETTER OF AGENCY

By initialing below, customer acknowledges that they are authorized to represent and make decisions regarding telecommunications services provided to this account. Northland Communications has been selected as its provider for telephone services. Northland Communications is to act as an agent for the ordering of facilities and terminations for local, long distance, products and features. Northland Communications is also authorized to contact all concerned carriers and vendors to obtain information, submit information, place orders for installation, and all other acts necessary to coordinate the successful implementation of this service. The undersigned releases from liability any person to whom this letter is provided for actions taken in accordance with the foregoing.

_____

Chuck Klein Initials

CUSTOMER AGREEMENT

The terms for the services contained in this contract are effective at such time services are available for customer use.

Additional installation charges may apply for inside wiring beyond the Telco demarcation location.

_____

Chuck Klein Initials

INTERNET INSTALLATION PROCESS NOTIFICATION

To ensure a successful cutover, it is CRITICAL that you are aware that your *IP Addresses* will change when you move your internet service to Northland. These addresses are used by devices on your network to communicate with the internet. You may need to plan accordingly to modify certain network devices such as firewalls, routers or computer servers to ensure that there is no loss of service at the time of the cutover.

Items to consider:

- Changing the IP addresses of servers such as Email and Web servers
- Changing the IP/configuration of your network routers or firewalls
- Making changes to your network backup plans
- Ensuring that you have the correct interfaces and configuration to accept Northland's Ethernet or T1 handoff
- Notifying external networks and services that you are using new IP addresses
- Having a qualified IT person or network/data vendor on site to make changes during the cutover
- A plan to disconnect your current provider AFTER the cutover to Northland

Changing Domain Name DNS records in advance to reflect your new IP addresses. Some of these changes must be made 48 hours or more in advance

Please be advised that Northland is not able to make changes to devices on the customer's network at any time including during cutover. In the event that we cannot complete a cutover because changes need to be made on customer owned network devices, we will either abort the cutover or complete what we can at the direction of the customer. Additional charges may apply if Northland needs to return to complete a cutover that could not be completed because the customer is not prepared as agreed through this document.

_____

Chuck Klein Initials

STANDARD TERMS + CONDITIONS

The parties hereby mutually agree as follows:

Incorporation of Tariffs: The services provided pursuant to this Agreement are governed by tariffs filed with and approved by regulatory authorities having jurisdiction over such services, as they may be in effect from time to time, including the Federal Communications Commission and the New York State Public Service Commission. All rates, terms and conditions set forth in such tariffs, shall apply to and govern the provision of service under this Agreement and the relationship of the parties hereto, and such tariffs are specifically incorporated by reference into this Agreement. The rates, terms and conditions of said tariffs shall govern unless specifically superseded by a provision of the Agreement, in which case the rate, term or condition of this Agreement will apply.

Financial Responsibility: Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by Northland Communications (NC) within (30) days of the invoice date, NC may at any time thereafter discontinue service, and/or terminate this Agreement, and/or impose a late charge of one and one-half percent (1 ½%) per month of the balance due, or such lesser maximum charge as permitted by applicable law. NC may, in addition, apply any Customer deposit to the unpaid bill. Customer agrees to pay NC all NC's costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees.

Terms and Conditions for Voice / Facility Services, Private/ Data Network & Internet Services: Customer agrees to follow standard Acceptable Use Policy (AUP) Guidelines

Termination Charges: Should the customer choose to deactivate any service before the end of the contract term, the customer will incur one or both of the cost considerations outlined below:

- An early termination penalty consisting of the total of any promotional discounts, credits, or waivers identified on this document and additionally, any monthly charges for the remaining months and fraction thereof through the end of the contract term.
- Upon termination of part of a bundle of services, which may include local usage, long distance, dedicated Internet, communications equipment and/or data services; any remaining service pricing is subject to change for the remainder of the specified term.

Liability of NC: The liability and obligation of the carrier to the Customer may be specifically controlled and limited by such tariffs, which provide that carrier shall have no liability of any nature in the absence of gross negligence or willful misconduct, and that, in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise, the Customer's exclusive remedy, and the total liability of carrier and/or any supplier of services to carrier, arising out of or in any way connected directly or indirectly, with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, shall be limited to payment by carrier in any amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omission, interruptions, delays, errors or defects in transmission occur. In no event shall carrier and/or any supplier of services be liable to customer for any special, consequential or incidental damages.

General Provisions: Except for the incorporation of terms of tariffs from time to time on file with regulatory authority, there are no terms, conditions or obligations other than those contained herein. There are no written or verbal statements, representations, warranties or

agreements with respect to this transaction, which have not been embodied herein. The carrier makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein. No waiver of any breach of this Agreement will be implied or will be deemed a waiver of any future breach. This Agreement shall in all respects be governed by and construed in accordance with the law of the State of New York, including all matters of construction, performance and validity. If Customer wishes to Assign this Agreement, or any interest herein or part hereof, by operation of law or otherwise, to another party, NC requires a "Change of Responsible Party" agreement to be executed by both Customer and the other party. In the event that any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement which shall be construed as if containing such provision and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertaking of the parties hereto. Introductory headings used in the Agreement are solely for the convenience of the parties and do not limit the content of the respective paragraphs hereof.

Network Equipment: Provision of NC services to Customer may require the installation of channel banks/data equipment. Unless otherwise contracted in writing by both parties equipment will remain the property of NC. Upon termination of service, the said channel bank/data equipment will be returned to Northland Communications. Should equipment not be returned in working condition (reasonable wear and tear accepted) customer must pay replacement cost.

Customer Proprietary Network Information (CPNI): CPNI is any information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. CPNI also includes information contained in the bills pertaining to the telephone exchange service or telephone toll service received by a customer of a carrier. You have a right and Northland Communications has a duty, under Federal Law, to protect the confidentiality of CPNI.

We may use or share your CPNI information with our affiliates, agents, and contractors solely for the purpose of developing or bringing to your attention any products or services. You have the right to deny our use of your CPNI for these purposes, or to "opt-out". Denying approval for us to use your CPNI will not affect your services. Granting approval will enhance our ability to offer you new products and services tailored to your needs.

Battery Backup Information: If your phone service is provided through our state-of-the-art fiber optic network, it requires electric power to operate. At initial installation, Northland will provide a battery which, when fully charged, will provide up to 3 hours of backup battery power for emergency voice services, including Emergency 911 dialing, depending upon your specific device. Backup time will be shorter for batteries that are more than two years old or if the modem is kept in a hot, cold or dusty environment. For best results, batteries should be stored between 59°F and 77°F. If you require more backup battery power, batteries that have at least 8 hours of backup battery power are available for purchase.

Without backup power, your service will not work in the event of a power outage. This means you will not be able to make or receive calls without a backup power source. To preserve your battery power, please use your voice service only for emergency calls and avoid using Internet services during a power outage. Northland will not provide credits and is not liable for interruptions of service due to power outages.

I UNDERSTAND AND AGREE TO THE ABOVE ITEMS, AND TO THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT.

I UNDERSTAND THAT THIS AGREEMENT MAY BE VOIDED IF NOT EXECUTED WITHIN 30 DAYS.

Chuck Klein Signature	Title	Date

Dan Amado, Lead Customer Experience Manager	Date

PURCHASE ORDER FORMS

Northland Communications issues invoices for services to the customer on the first of every month.

No purchase orders are issued to customers.

Northland Communications
PO BOX 419
Holland Patent NY 13354

www.northland.net

SAMPLE

Customer #: 80
Bill Date: 05/01/2023
Invoice #: 800519

ABC CORPORATION
125 MAIN STREET
NEW HARTFORD, NY 13354

MESSAGE FROM NORTHLAND

Thank you in advance for helping Northland Communications be environmentally responsible.
Sign up for Online Bill Pay and or paperless billing!
Access your account at https://billingservices.northland.net/
Please contact Customer Support with any questions at (800) 499-8421 or by email at customersupport@northland.net.
Thank you for choosing Northland Communications as your telecommunications provider.

BILL SUMMARY DUE DATE: 05/25/2023

Previous Balance:	
Payments:	
Past Due Balance:	$0.00
Credits:	$0.00
Current Charges:	
Total Due:	**$**

Access your Northland account online at
www.northland.net

CONTACT US

Billing
1-800-499-8421 / customersupport@northland.net

Repairs
1-866-624-2033 / noc@northland.net

RETURN SECOND PAGE WITH YOUR PAYMENT

RETURN THIS PAGE WITH YOUR PAYMENT

ABC CORPORATION
Customer #: 80

Bill Date: 05/01/2023
Due Date: 05/25/2023

- *To avoid late charges of 1.5 %, remit payment by Due Date indicated.*
- *Make checks payable to* **Northland Communications.** *Please write your customer number on your check.*
- *We also accept Mastercard, Visa, American Express, and Discover. Contact Customer Support at 1-800-499-8421 to make a one time payment or set up recurring credit card payments.*
- *For more information, visit our website at www.northland.net*

NORTHLAND COMMUNICATIONS
PO BOX 419
HOLLAND PATENT NY 13354

Payments Posted Thru: 04/30/2019

Total Due: **$0.00**

Amount Enclosed $

Summary of Services

	RECURRING CHARGES	ONE TIME CHARGES	USAGE / TOLL	MISC CHARGES	CURRENT CHARGES
Local Service					
(315) 500-3000 / Account #: 9008459 / Alarm Lines	0.00	0.00	0.00	0.00	0.00
(315) 500-3001 / Account #: 9010467 / Fax Server	0.00	0.00	0.00	0.00	0.00
(315) 500-3002 / Account #: 9000661 / PRI Service	0.00	0.00	0.00	0.00	0.00
(315) 500-3003 / Account #: 9010317 / Fiber Loop	0.00	0.00	0.00	0.00	0.00
(315) 500-3004 / Account #: 9014382 / 25Mbps MPLS	0.00	0.00	0.00	0.00	0.00
(315) 500-0005 / Account #: 9014383 / 25Mbps MPLS	0.00	0.00	0.00	0.00	0.00
TOTAL FOR LOCAL SERVICE	0.00	0.00	0.00	0.00	0.00
Internet					
SYGN100322 / Account #: 4033227 / 100 x 100Mbps Internet	0.00	0.00	0.00	0.00	0.00
SYGN100475 / Account #: 4030493 / Store & Forward E-Mail	0.00	0.00	0.00	0.00	0.00
TOTAL FOR INTERNET	0.00	0.00	0.00	0.00	0.00
Long Distance					
(315) 500-0002 / Account #: 3024438 / Alarm Lines	0.00	0.00	0.00	0.00	0.00
(315) 500-0003 / Account #: 3000022 / Long Distance	0.00	0.00	0.00	0.00	0.00
(315) 500-0005 / Account #: 3009577	0.00	0.00	0.00	0.00	0.00
(315) 500-0007 / Account #: 3028205 / Conference Calling	0.00	0.00	0.00	0.00	0.00
TOTAL FOR LONG DISTANCE	0.00	0.00	0.00	0.00	0.00
TOTAL FOR ALL SERVICES	0.00	0.00	0.00	0.00	0.00
				TOTAL PAST DUE	0.00
				CREDITS	0.00
				TOTAL DUE	0.00

Recurring Charges Summary

* INDICATES ESSENTIAL FOR BASIC DIAL-TONE SERVICE

DESCRIPTION	QUANTITY	AMOUNT
LOCAL SERVICE		
Facility (315)222-1111 / PRI Service		
* PRI Port Charge	1	0.00
* PRI FCC Charge	1	0.00
Additional Ported/Pointed Number	1	0.00

Recurring Charges Summary

* INDICATES ESSENTIAL FOR BASIC DIAL-TONE SERVICE

	DESCRIPTION	QUANTITY	AMOUNT
LOCAL SERVICE			
Facility	(315) 222-3344 / PRI Service		
	Additional Listing	1	0.00
*	911 Charge	16	0.00
	Directory Listing	1	0.00
	Initial Ported / Pointed Number	2	0.00
*	Direct Inward Dial Station	2	0.00
*	Direct Inward Dial Station	4	0.00
*	PRI	1	0.00
	Calling Line Identification, per port	1	0.00
		TOTAL	**0.00**
Facility	(315)573-0001 / Fiber Loop		
	Internet (Local Loop)	1	0.00
		TOTAL	**0.00**
Facility	(315)777-0001 / Fax Server		
*	Message Business Service	1	0.00
*	FCC Line Charge	2	0.00
*	Additional Line	1	0.00
*	911 Charge	2	0.00
		TOTAL	**0.00**
Facility	(315) 511-1116 / 25Mbps MPLS		
	MPLS Ethernet	1	0.00
	MPLS Port Ethernet	1	0.00
	MPLS NonTransit Bandwidth	1	0.00
		TOTAL	**0.00**
Facility	(315) 511-1117 / 25Mbps MPLS -		
	MPLS Port Ethernet	1	0.00
	MPLS NonTransit Bandwidth	1	0.00
		TOTAL	**0.00**
Resale	(315) 511-1118 / Alarm Lines		
*	Message Business Service	1	0.00

Recurring Charges Summary

* INDICATES ESSENTIAL FOR BASIC DIAL-TONE SERVICE

	DESCRIPTION	QUANTITY	AMOUNT
LOCAL SERVICE			
Resale	(315) 111-3333 / Alarm Lines		
	NY Univerisal Service Fund	2	0.00
*	FCC Line Charge	2	0.00
*	Additional Line	1	0.00
*	C8RFG	2	0.00
*	911 Charge	2	0.00
	Network Interface	1	0.00
*	Local Number Portability	2	0.00
	OSS Access Charge	2	0.00
		TOTAL	**0.00**
		TOTAL FOR LOCAL SERVICE	**0.00**
INTERNET			
Basic	**SYGN100475** / Store & Forward E-Mail (Quarterly Billing)		
	Store & Forward E-Mail	1	0.00
		TOTAL	**0.00**
Basic	**SYGN100322** / 100 x 100Mbps Internet		
	Ded Internet FIBER 100M	1	0.00
	IP Block of 6	1	0.00
		TOTAL	**0.00**
		TOTAL FOR INTERNET	**0.00**
LONG DISTANCE			
LD	(315) 222-1111 / (800) 111-2222		
	Toll Free Access Charge	1	0.00
		TOTAL	**0.00**
LD	(315)222-1112 Alarm Lines		
	Presubscribed Interexchange Carrier Charge	2	0.00
		TOTAL	**0.00**
		TOTAL FOR LONG DISTANCE	**0.00**
		TOTAL FOR ALL SERVICES	**0.00**

One Time Charges

		DESCRIPTION	QTY	CHARGE	FROM	TO
Long Distance						
(315) 111-2201	LD	48351646: Conference AnyTime	1	0.00	03/01/2019	-
	LD	48351646: Conference AnyTime	1	0.00	03/01/2019	-
	LD	48351646: Conference AnyTime	1	0.00	03/01/2019	-
	LD	48376154: Conference AnyTime	1	0.00	03/07/2019	-
	LD	48376154: Conference AnyTime	1	0.00	03/07/2019	-
	LD	48376154: Conference AnyTime	1	0.00	03/07/2019	-
	LD	48395062: Conference AnyTime	1	0.00	03/12/2019	-
	LD	48395062: Conference AnyTime	1	0.00	03/12/2019	-
	LD	48462631: Conference AnyTime	1	0.00	03/27/2019	-
	LD	48462631: Conference AnyTime	1	0.00	03/27/2019	-
	LD	48462631: Conference AnyTime	1	0.00	03/27/2019	-
		TOTAL FOR LONG DISTANCE		0.00		
		TOTAL FOR ALL SERVICES		0.00		

Usage / Toll

DESCRIPTION		MESSAGES/ MINUTES	AMOUNT
(315)100-2000 Facility / PRI Service			
Initial Messages			
Day		1,315	0.00
Evening		21	0.00
Night		26	0.00
	TOTAL	1,362	0.00
Additional Minutes			
Day		4,037	0.00
Evening		74	0.00
Night		55	0.00
	TOTAL	4,166	0.00
	TOTAL FOR SERVICE	5,528	0.00
(315) 100-2001 Facility / Fax Server			
Initial Messages			
Day		17	0.00
	TOTAL	17	0.00
Additional Minutes			

Usage / Toll

DESCRIPTION		MESSAGES/ MINUTES	AMOUNT
(315)444-2211	Facility / Fax Server		
Additional Minutes			
Day		30	0.00
	TOTAL	30	0.00
	TOTAL FOR SERVICE	47	0.00
	TOTAL FOR LOCAL SERVICE	5,575	0.00

LONG DISTANCE			
BILL TO NUMBER	MESSAGES	MINUTES	CHARGE
(315) 444-2211	60	90.8	0.00
	902	6,824.9	0.00
	13	45.4	0.00
TOTAL FOR LONG DISTANCE	975	6,961.1	0.00

TOTAL FOR USAGE/TOLL	0.00

Miscellaneous Charges

DESCRIPTION		AMOUNT
Surcharges and Taxes		
Federal Tax		0.00
Sales Tax - School, State and Local		0.00
Intra State Surcharge		0.00
Inter State Surcharge		0.00
	TOTAL	0.00
Other Charges		
Universal Service Fund		0.00
Carrier Access Surcharge		0.00
	TOTAL	0.00
	TOTAL FOR CUSTOMER	0.00

QUOTE

Northland Communications

DATE: FEBRUARY 10, 2023

9560 Main Street
Holland Patent, NY 13354
Phone 315-624-2084 Fax 315-624-2004
damado@northland.net

TO: Fred Lampman
Deputy Director
Oneida County Department of Emergency Services
120 Base Road
Oriskany NY 13424

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Dan Amado	Fiber Extensions				Due upon invoice	

Scope of work: Northland Communications will install a 12 fiber OM4 indoor/outdoor cable from the Telco room in the main building at 120 Base Rd., Oriskany NY to the Equipment Shelter further back on the property. The connection will be used to extend (2) MPLS circuits that are demarked at the ONT(s) in the Telco room. There is a primary circuit as well as a diverse circuit.
The fiber enclosure and media converter(s) in the main building will be wall mounted near the ONT(s) on existing plywood backboard. The fiber pathway will run along the ceiling to the electrical room and out to a customer provided four-inch conduit underground to the equipment shelter. The fiber will go up the wall in the equipment shelter; Northland will use existing ladder rack to get overhead to the center 19" rack where the fiber enclosure will be rack mounted. The media converters will set on top of the fiber enclosure. AC power provided by the customer. Circuits will be tested before turning over to the customer for final connection.

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1RU Swing Out Patch Panel 2 LGX Panels Black	$136.50	$136.50
2	LC Duplex 6 pack MM OM3 12 Fiber Adapters Black	$23.00	$46.00
2	Blank plate with No Holes Unloaded Black	$4.75	$9.50
1	2 Panel Economy Wall Mount Enclosure Black	$174.00	$174.00
1	12fiber Black OFNP TLC Indoor/Outdoor cable, 50µm OM4 fiber	$792.00	$792.00
4	Signamax 10/100MB Media Converter LC/MM to Tx, 2KM	$260.00	$1,040.00
2	Duplex MM OM4 50um LCLC 1mtr w/1.6mm Aqua jacket	$16.50	$33.00
4	3' Patch Cord (CAT 6)	$3.75	$15.00
	TOTAL MATERIALS:		**$2,246.00**
	INSTALLATION:		**$2,004.00**
	TOTAL COST:		**$4,250.00**
	Pricing: Northland Communications has provided the following labor and material quotation based upon the scope of work described within this document. Pricing is valid for 30 days.		

Quotation prepared by: Dan Amado, Lead Customer Experience Manager

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Northland COMMUNICATIONS

Syracuse, NY
1 Dupli Park Drive
Syracuse, NY 13204
315 671 6200

Holland Patent, NY
9560 Main Street
Holland Patent, NY 13354
315 624 2000

ORGANIZATION OUTLINE

This response document is respectfully submitted by:

Lead Customer Experience Manager:	Dan Amado 315-624-2084 damado@northland.net
Date:	December 1, 2023
Company:	Northland Networks, LTD dba Northland Communications, established 1995
Number of Employees:	122
Federal Employer ID:	16 1188181
Management Overview:	James P. McCarthy, President Brian Healey, Chief Operating Officer Heather Kirkland, Chief Financial Officer Jim Firenze, Vice President of Customer Experience Scott Tyler, Vice President of Operations Theresa Jalowiec, Vice President of People and Talent
Business Address:	9560 Main Street Holland Patent, NY 13354

REFERENCES – VOICE AND DATA

CITY OF UTICA

Frank M. Mutolo
fmutolo@cityofutica.com
Phone: 315-792-0156

Services include: POTS Lines, SIP Trunks, MPLS, Internet, and Dark Fiber

ADIRONDACK BANK

Chris Popowski
cpopowski@adirondackbank.com
315-272-2575

Services include: POTS lines, SIP Trunks, Internet, Colocation Services, 19 site MPLS Network

PRACTICE RESOURCE + FAMILY CARE MEDICAL

Chris Moore
cmoore@prldocs.com
315-937-3410

Practice Resource Services include: POTS Lines, SIP Trunks, and Internet
Family Care Medical Services include: POTS lines, PRI, and 29 site MPLS network

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This RFP does not commit the County to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.

3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time.

Northland Networks LTD dba Northland Communications
Legal Name of Organization

Signature

November 14, 2023
Date

Dan Amado
Printed Name

Lead Customer Experience Manager
Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

By submission of this Proposal, each proposer and each person signing on behalf of any proposer certifies,
and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been stated in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer to any other proposer or to any competitor; and

3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal or the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality, including the County of Oneida, and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

Northland Networks LTD dba Northland Communications
Legal Name of Organization

Signature

November 14, 2023
Date

Dan Amado
Printed Name

Lead Customer Experience
Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

Northland Networks LTD dba Northland Communications
Legal Name of Organization

Signature

November 14, 2023
Date

Theresa Jalowiec
Printed Name

Vice President of People + Talent
Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this
contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Northland Networks LTD dba Northland Communications
Legal Name of Organization

Signature

November 14, 2023
Date

Dan Amado
Printed Name

Lead Customer Experience Manager
Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Northland Networks LTD dba Northland Communications
Legal Name of Organization

Signature

November 14, 2023
Date

Dan Amado
Printed Name

Lead Customer Experience Manager
Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Northland Networks LTD dba Northland Communications
Legal Name of Organization

Signature

November 14, 2023
Date

Dan Amado
Printed Name

Lead Customer Experience Manager
Title

BROADBAND FOR BUSINESS

High Speed Business Internet Solutions

Northland provides high-performance Internet bandwidth for businesses. We have the capabilities to maintain powerful, secure networks that allow you to focus on your work rather than Internet speeds.

Carrier Grade Broadband for Business

Unlike consumer-grade broadband, Northland offers connections that are fast in both directions – upload and download speeds are the same. This is important for productivity as businesses often upload large files, perform backups or other functions that require both upload and download speeds.

Small Business Internet Solutions

Northland has the flexibility and capabilities to serve any business – from carriers to local businesses. We've developed small business internet solutions for companies in Central New

Business Broadband Reliability

Northland maintains multiple upstream backbone connections to different Tier 1 providers. This provides our customers with several alternative connections through the internet. Northland's network core is also fully redundant with no single point of failure, ensuring continuous service.

Simple Installation and Management

The process is simple. Our expert engineers will discuss your requirements, survey your location and develop a plan to easily transition over to a Northland broadband connection. We'll test and ensure that your connection is installed properly. We'll provide you with a web-based portal that will let you monitor your bandwidth usage, so you'll always know if you have what you need.

Detailed Technical Features

- Large Capacity Public Internet IPv4/IPv6 Routing
- Full BPG4/6 Peering
- 10G+ Internet Bandwidth from Multiple Upstream Providers
- DNS registration and primary/secondary hosting
- Web-based utilization graphs for measuring usage
- Backed by Service Level Agreement
  - 99.999% uptime guarantee
  - .05% Packet Loss
  - 45ms Network Latency
  - 2ms Jitter

DARK FIBER SERVICES

Northland Communications offers dark fiber services specifically to telecommunication carriers and large businesses that have high bandwidth needs as well as the ability to manage their own networks. What differentiates us from the rest is that we own and maintain our local fiber network. We recognize how important it is for our customers to have a highly reliable and fast connection so they can do their jobs efficiently without interruption.

Available throughout the Central New York region, we are excited to continue expanding our dark fiber network to keep servicing hundreds of the key business locations including many underserved areas. No matter if you're looking to lease or own, Northland will help customize a dark fiber solution that keeps your customers connected.

Key Features and Benefits of Northland's Dark Fiber Services:

- Northland has extensive experience with every step, from design, to the permit process and through construction and testing
- In many areas, our network follows routes that are diverse from most other providers, especially our route along Route 5 between Syracuse and Utica
- Our experienced service teams are located in Central New York and are committed to the fastest response times possible
- Working with Northland is easy. We pride ourselves on our flexibility to solve problems and our rigorous determination to get it done on time, every time, to your schedule

GOVERNMENT

Telecommunication systems that are secure, reliable, and efficient.

Northland has decades of experience customizing telecommunications services and designs that are affordable. By offering the latest technology, superior products and services, and excellent customer service, Northland is proud to offer the best telecommunication solutions for governments at all levels.

Being a local Central New York company, we are extremely familiar with state government regulations concerning your data and more. Whether your office employs 10 people or 500, Northland has the skills – and the network – to provide a high-performing and safe work environment.

We provide government agencies with complete telecommunication systems that are secure, reliable, and efficient. Information has to be protected online where real cyber threats exist, yet remain accessible to public servants. We have the experience to create a telecommunications plan that addresses all these needs.

Our high-powered fiber network was designed with redundancy to ensure business continuity. This network is backed by an aggressive service level agreement that provides maximum uptime, so your communication both internally and with the public is never interrupted. By bundling services for voice, data, and equipment, these integrated systems efficiently work together and are scalable to address changing needs.

Products and services that increase efficiency

Now more than ever, government officials are held accountable for their actions. They require instant access to information to help serve the public and rely on telecommunications systems to communicate with their constituents. Northland Communications has the products and services to help our government do this more efficiently. Services like our voice and data system that provides a single interface allowing remote access to all your communication components including telephones calls, emails, and faxes.

Added Security

The team at Northland Communications has decades of experience working with governments of all levels and knows the importance of protecting information online. That's why we offer Multi-

Protocol Label Switching (MPLS) communication services that offer a fully managed private data network on top of the same network already used for voice and Internet services. This system ensures that voice and mission-critical data always receives priority on our reliable, secure network.

Reliable and affordable

There is no 9-5 workday when serving the public. We know you need constant access to a fast, secure, reliable telecommunications system. Northland Communication's advanced fiber network is backed by an aggressive service level agreement that provides maximum uptime and is full duplex, meaning bandwidth speeds are the same for upstream and downstream data. Our unparalleled customer service is available 24 hours, seven days a week, 365 days a year should you ever need to call.

With tightening budgets and sometimes limited IT staff available in government, we alleviate the concern for managing your system by constantly monitoring it to make sure it is running efficiently. Our experts will adjust your system once in place after reviewing your usage to ensure you are getting the most for your money.

Northland Communications provides secure, reliable, and affordable solutions for government telecommunications systems

MPLS

For businesses with multiple locations, our MPLS IP/VPN services offer multi-point communication services in the most effective manner available by providing a fully managed private data network on top of the same network already used for voice and Internet communication services. Northland's MPLS IP VPN offering combines the flexible connectivity and scalability of IP-based services with the security, privacy and quality that customers expect.

Businesses ideally suited for MPLS IP/VPN include those that:

+ Transfer private data between multiple locations.
+ Have a need for convergence of private data, voice and Internet bandwidth on the same network involving multiple locations.
+ Currently are using point to point connections.
+ Would like to outsource some or all of the management of their data network.

Features of MPLS IP/VPN services include:

+ Creation of a cost efficient network that consolidates private data, voice communications and Internet bandwidth.
+ Class of Service/QoS features with 4 traffic classes that ensure that real time (voice) and mission critical data always receive priority, providing a more effective use of the network.
+ The potential to eliminate or reduce costly private point to point connections.
+ Secure data connectivity, achieved through proven, standards driven MPLS architecture that meets regulatory requirements and protects your business.
+ Managed and monitored services with rapid technical response ensures business continuity.

POINT TO POINT & ETHERNET SERVICES

At Northland, our fiber network allows us to provide business Ethernet services over fiber to ensure fast and reliable Internet, data, voice and video communications. In other words, our Ethernet services enable support for all of the technologies that keep your business running.

This solution is ideal for both point-to-point and point-to-multipoint connections while supporting multiple technologies from single circuit (data, voice, video.) We can provide the most flexibility when choosing the speeds and features for data connectivity between 2 or more locations. Our business Ethernet over fiber solutions enable our customers to:

- Transmit data faster and with fewer potential fail points
- Ensure data security
- Transmit data over greater distances
- Scale networks up or down to meet their needs

Feature	Benefits
Performance	Practically unlimited bandwidth potential based on the technology the customer selects. Based on standard protocol.
Fast Deployment	Depending on location, Northland can establish business Ethernet services in 90 days and sometimes sooner.
Reliability	Northland has local construction crews that quickly respond to issues and in many locations can provide multiple paths for redundancy.
Local	Northland has been dedicated to serving Central New York businesses since 1905. Our quick response teams are local and ready to help at a moment's notice.
Scalable	As your business bandwidth and application needs grow you can increase the availability of bandwidth.

POTS LINES

Our reliable business phone services are recommended for all businesses that value simple communications and require traditional copper telephone lines. Our network uses state-of-the-art fiber optics and easily integrates with other phone systems. Installation and support are provided by local technicians and monitored 24/7 by our local network operations center.

Business Phone Service Features & Benefits

Feature	Benefit
Caller ID	Available with or without name delivery, caller ID lets the end user see who is calling before they answer the call
Call Forwarding	Multiple variations that provide the end user to forward calls
Hunt Groups	Allows calls to "rollover" to available lines to ensure all calls are handled without delay
Voicemail	Continue to be accessible to your customers when you're out of the office

We have been providing telecom services to Central New York since 1905. Our local team of technicians will install and maintain your business line, as well as provide full support whenever needed.

PRI/T1 PHONE SERVICE

Recommended for businesses with sophisticated phone systems, Northland's PRI/T1 phone service provides service to calls through an ISDN interface. This eliminates the need for individually dedicated phone lines and the recurring fees the come with them! Through our dedicated and consolidated digital circuits, we'll provide local dial tone and long distance digital services that:

- Consolidate all local long distance services onto a single circuit to a more cost-effective solution eliminating the need for individual dedicated telephone lines
- Consolidate faxes onto shared circuit
- Provide access to additional functionality via the phone system
- Optional configuration
  - 2-way Inbound/Outbound calling
  - Inbound only
  - Outbound only
  - Dedicated long distance only
  - Dedicated Toll-Free

PRI Phone System / T1 Service Features & Benefits:

Direct Inward Dialing (DID)	Provides ability to have dedicated telephone numbers for users. Total number of telephone numbers can exceed the number of available lines/channels
Caller ID	Available with or without name delivery, caller ID lets the end user see who is calling before they answer the call
Unlimited Calling Plans	Streamlined billing options by providing fixed monthly charges regardless of the additional usage
Fractional ISDN PRI/T1	Receive the same added value features of the ISDN PRI/T1 services without committing to the standard 24 channels
D-Channel Back-up	Provides redundancy for users with multiple ISDN PRI services

Northland has local response teams experienced in servicing T1 Service and PRI phone systems. This eliminates the need for multiple vendors, saving your company money. Our flexible price options also tailor to your business needs – boasting simplistic calling plans and various flat-rate options without compromising quality.

Recommended for businesses with:

- Sophisticated phone systems that can provide advanced features such as Caller ID with Name, unified communications or fax consolidation
- Businesses with the need to provide each employee with direct private numbers
- Businesses with the need to minimize monthly phone service

Technical Info

- ISDN PRI is delivered using a standard T-1 service
- Standard configuration is 24 channels, 23 Bearer (B-Channels) and 1 Data Channel (D-Channel)
- Each Bearer channel has the ability to provide a voice conversation
- Each data channel provides signaling for call set up functions

OTHER VOICE SERVICE OFFERINGS:
(Additional service details available upon request)

- Long Distance
- Toll Free Services
- Caller ID
- PSAP for Voice
- SMS Text and Data
- HA Data Circuits

SIP TRUNKING

SIP Trunks seamlessly connect IP enabled voice systems to the Public Switched Telephone Network (PSTN).

Northland's SIP Trunk offering delivers best-in-class voice over our advanced fiber optic network or over a standard Internet connection. Our Session Initiation Protocol (SIP) customers benefit from Northland's direct path to more than 60 major networks, rather than taking a longer, slower path through the public Internet.

SIP Trunking Benefits

- Scalable:
    - SIP Trunks allow you to scale up or down with ease to meet the needs of your business today, tomorrow, and for years to come.
- Flexible:
    - SIP technology enables you to set up and manage unlimited geographic and non-geographic numbers.
- Streamlined:
    - Have multiple office locations? SIP Trunking is a great option for streamlining multi-site telephony.
- Cost-Effective:
    - SIP Trunking is one of the most affordable ways to deliver top-quality voice services to your business.

MICROSOFT TEAMS DIRECT ROUTING

Northland's Integrated Phone & Teams Service

As the professional working landscape continues to shift, many businesses are turning to Microsoft Teams for unified communications and collaboration.

Save time and money by using Northland's phone network with Microsoft Teams. Our Teams Direct Routing solution allows organizations to upgrade their Teams account with our reliable and secure phone network, adding features and saving your business up to 40% over Microsoft's phone costs.

SAVINGS
Businesses that make the switch to Teams Direct Routing can expect to save an average of 40% over Microsoft's calling plans.

SERVICE
Get your business collaborating more efficiently than ever when you extend the Teams experience to include calls.

SUPPORT
Get 24/7, 5-star local support when you make the switch to Direct Routing.

DISTRIBUTED DENIAL-OF-SERVICE (DDOS) MITIGATION SERVICES

DDoS Mitigation Services extend security and protection to our dedicated Internet customers that will offset distributed denial-of-service (DDoS) attacks.

What is DDoS Mitigation?

DDoS mitigation is the process of successfully protecting a target from a distributed denial-of service attack. A DDoS attack is a malicious attempt to disrupt the normal traffic of a targeted server, service, or network by overwhelming the target or its surrounding infrastructure with a flood of Internet traffic. A DDoS attack on a company's website, web application, APIs, network, or data center infrastructure can cause downtime and prevent legitimate users from buying products, using a service, getting information, or any other access.

Firewall vs. DDoS

Firewall cannot do the job of protecting your network alone. Cybersecurity threat protection strategy requires a DDoS solution that detects and blocks DDoS traffic—in front of the firewall—within Northland's core network before we even send the traffic to you. DDoS protection complements a firewall, and allows clean, legitimate traffic to flow through normally, without any impediment.

EXHIBIT D

(Statement of Work)

STATEMENT OF WORK NUMBER ____

Project Title: _____

This Statement of Work Number ____ (this "SOW") is made by and between the County of Oneida ("County") and Northland Networks LTD., d/b/a Northland Communications ("Northland") pursuant to the Voice and Data Services Agreement between the County and Northland.

This SOW is incorporated into the Agreement. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement or any other statement of work. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Additional Services. Northland will provide the following Additional Services: [insert].

II. Payment for Additional Services. In exchange for Northland providing the Additional Services described in this SOW, the County will pay Northland as follows: [insert].

III. Additional Provisions. In addition, the Parties agree as follows: [insert]

IV. Termination. This SOW shall terminate upon the County's issuance to Northland of a certificate of completion of this SOW, or on [insert], whichever is sooner.

This SOW is effective as of date of its full execution.

County of Oneida	Northland Networks LTD., d/b/a Northland Communications
By: _____ Anthony J. Picente, Jr. Oneida County Executive	By: _____
Date: _____	Date_____

Approved

_____

Andrew Dean, Esq.
Deputy County Attorney-Administration

EXHIBIT E

(Standard Terms and Conditions)

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and Northland Networks LTD., d/b/a Northland Communications ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

    i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

    ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible,

extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions

of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

    i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

    ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

    i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY
DEPARTMENT OF FINANCE
County Office Building • 800 Park Avenue • Utica, New York 13501
(315) 798-5750 • Fax: (315) 735-8371 • www.ocgov.net

April 10, 2024

EN 20 24-209

GOVERNMENT OPERATIONS
WAYS & MEANS

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

Re: Agreement with New York Mills Union Free School District
Real Property Tax Collection

Dear County Executive Picente:

Please find enclosed a proposed agreement between the County and the New York Mills Union Free School District. The County has been assisting the District with the collection of taxes since 1997. The Agreement commences on July 1, 2024, and continues through June 30, 2029, and provides that the District shall pay the County its actual costs incurred, including the costs of envelopes, supplies and postage.

If the enclosed meets with your approval, please forward the same to the Board of Legislators for consideration at their next meeting.

Sincerely,

Anthony Carvelli
Commissioner of Finance

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Finance

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: New York Mills Union Free
1 Marauder Boulevard
New York Mills, New York 13417

Title of Activity or Service: School Tax Collection

Proposed Dates of Operation: July 1, 2024 – June 30, 2029

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** The County assists the School District in the collection of taxes.

2) **Program/Service Objectives and Outcomes:** N/A

3) **Program Design and Staffing:** The School District shall pay the County the actual costs incurred for the printing and mailing of the tax bills, including the costs of envelopes, supplies and postage.

Total Funding Requested: N/A **Account #**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal $/State $/County $): N/A

Cost Per Client Served: N/A

Past Performance Data: The County has provided this service to the New York Mills Union Free School District for many years.

O.C. Department Staff Comments: None

TAX COLLECTION AGREEMENT

This Agreement made this 16th day of April, 2024, by and between the **COUNTY OF ONEIDA**, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York (hereinafter the "County"), and the **NEW YORK MILLS UNION FREE SCHOOL DISTRICT**, a union free school district organized and existing pursuant to the laws of the State of New York, with its principal office located at 1 Marauder Boulevard, New York Mills, New York (hereinafter referred to as the "District").

WHEREAS, the District wishes to facilitate and centralize the collection of its taxes; and

WHEREAS, the County has the necessary equipment, personnel, and experience to assist the District in the collection of taxes;

NOW, THEREFORE, in consideration of the covenants and agreements hereafter set forth, and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree, as follows:

1. For the District's fiscal years of 2024-2025, 2025-2026, 2026-2027, 2027-2028 and 2028-2029, all commencing upon July 1st, the County shall prepare and mail the District's real property tax bills for the parcels situate in the District's boundaries in the Town of New Hartford, County of Oneida County and State of New York. The mailing of the tax bills shall occur prior to the first day of the collection period on or about the first business day in September. The County shall provide the District with a printed roll book at the beginning of the collection period. The District shall be responsible to cause notice of the receipt of the warrant, and that the District taxes have been levied and are due. The cost(s) for advertising shall be borne by the District. The District shall provide to the County its tax rate for the tax years, in writing, on or before August 15th. The County shall allow partial payments in accordance with the laws of the State of New York and Oneida County Board of Legislators Resolution No. 96-237.

2. The County shall collect the District taxes levied on all real property situate in the Town of New Hartford, County of Oneida County and State of New York, that is subject to the District's taxes and is within the District's boundaries. Such collection by the County shall be subject to fees and penalties as follows:

   a. The original tax levied shall be payable without penalty during the initial thirty (30) days of the warrant.
   b. Payments made after the initial thirty (30) days of the warrant, shall be subject to the District's penalty schedule of three percent (3%) on the original tax levied or the remaining balance, which penalty shall be the property of the County.
   c. Any taxes collected by the County after November 1st shall be considered returned to the Oneida County Commissioner of Finance for collection pursuant to the laws of the State of New York.
   d. Timely U.S. postmarks will determine collection dates, in accordance with New York State Real Property Tax Law.

3. The County, upon collecting the taxes thereon up to and including the last day, as set forth above, shall credit such collections to a trust account designated by the County for such purpose, which shall be reconciled by the County.

4. All tax payments shall be made payable to the Oneida County Commissioner of Finance as collector for the District. All money collected under this Agreement will be held in trust by the County for the District.

5. The County shall remit payments to the District in accordance with the following schedule:

a. On or about September 16th;
b. On or about September 23rd;
c. On or about September 30th;
d. On or about October 7th;
e. On or about October 28th; and
f. On or about November 7th (final payment).

If collections between October 7th and October 21st exceed Sixty Thousand and 00/100 Dollars ($60,000.00), an additional remittance to the District shall occur. On or about November 15th, the County shall provide to the District a report that shall contain the following information:

a. Parcel identification by tax map number and name;
b. Amount of tax paid and date received, or amount due and owing; and
c. A full reconciliation of all monies received and disbursed.

6. In consideration of the above, the District agrees that the County shall retain any penalty monies as described above. In addition, the District shall pay to the County the actual costs incurred by the County for the printing and mailing of the tax bills, including, but not limited to, the cost of envelopes, supplies and postage. This payment will be deducted from the final payment (described in item five [5] above). The monies retained will be annotated and such annotation shall accompany the payment.

7. The County warrants and represents that the Commissioner of Finance is covered by a bond for performance of his duties and obligations in the amount of Three Hundred Twenty-Five Thousand and 00/100 Dollars ($325,000.00), and that said bond is in full force and effect.

8. The District shall defend, indemnify and hold harmless, the County and its officers, agents and employees, from any and all liability, claim, loss, damage, demand, expense, cause of action and/or judgment, including reasonable attorney's fees, arising out of any and all injuries to persons or property of whatever kind or nature, that may arise as a result of this Agreement and/or the performance provided for in this Agreement.

9. The District represents, warrants and covenants, that it is a union free school district duly existing and operating in accordance with the laws of the federal government and the State of New York, and has the authority to enter into this Agreement.

10. This Agreement shall be governed by and construed in accordance with, the laws of the State of New York.

11. This Agreement may not be altered, amended, changed, modified, waived or terminated in any respect or particular, unless the same shall be in writing signed by the party to be bound. No waiver by the County of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

12. The County's standard contract addendum is attached hereto and made a part of hereof, and the District agrees to be bound by the terms and conditions therein, as if fully set forth in this Agreement.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

By: _____
ANTHONY J. PICENTE, JR.
Oneida County Executive

NEW YORK MILLS UNION FREE SCHOOL DISTRICT

By: Steve King
Steve King
President, Board of Education

Approved:

_____
Robert R. Reittinger, Esq.
Assistant County Attorney

(Attach County Addendum)

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 16th day of April, 2024, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over

$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for

purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220

of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other

language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY
DEPARTMENT OF FINANCE
County Office Building ◆ 800 Park Avenue ◆ Utica, New York 13501
(315) 798-5750 ◆ Fax: (315) 735-8371 ◆ www.ocgov.net

April 8, 2024

FN 20 24-210

GOVERNMENT OPERATIONS

WAYS & MEANS

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

We would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration at the May 8th 2024 meeting.

NUMBER		AMOUNT
1	REFUND	$ 382.38
13	CORRECTIONS	$ 7,935.98

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

RECEIVED
APR 09 2024

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-9-24

		ERROREOUS ASSESSMENTS								
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"	
Sherrill	2023, 2022, 2021	DeFazio, Joe	6005 322.019-2-57.1 UL			$ 2,676.60	$ 382.38	$ 2,294.22	$ -	
Camden	2023	Hawkes, Elizabeth (frmrly American Legion Post)	3089 128.000-1-51.21 PJ	$ 1,203.22	$ 1,203.22			$ -	$ -	
Floyd	2024	Day, Timothy	3600 192.000-1-65.1 PN	$ 3,693.66	$ 784.59			$ 2,909.07	$ -	
New Hartford	2024	United States of America Army Reserve Center	4803 317.014-3-46 SL	$ 2,920.97	$ 2,920.97			$ -	$ -	
New Hartford	2023	United States of America Army Reserve Center	4803 317.014-3-46 SL	$ 443.17	$ 443.17			$ -	$ -	
New Hartford	2019	United States of America Army Reserve Center	4803 317.014-3-46 SL	$ 345.17	$ 345.17			$ -	$ -	
Steuben	2024	Smith, Danny	5600 137.000-1-3.1 KA	$ 1,342.07	$ 863.71			$ 478.36	$ -	
Steuben	2024	Smith, Danny	5600 137.000-1-3.2 KW	$ 255.28	$ 164.29			$ 90.99	$ -	
Steuben	2024	Smith, Danny	5600 137.000-1-4.3 ML	$ 181.78	$ 116.98			$ 64.80	$ -	
Steuben	2024	Smith, Danny	5600 137.000-1-5 KQ	$ 2,831.13	$ 1,822.03			$ 1,009.10	$ -	
Vernon	2024	Bartholomeo Property Holdings LLC	6005 322.015-2-20 KO	$ -	$ (835.32)			$ 835.32	$ -	
Waterville	2024	Lallier, Stephen & Joann	4601 392.008-1-2 MX	$ 786.24	$ 33.87			$ 752.37	$ -	
Waterville	2024	Casanova, Courtney (f/k/a/ Ownens, Courney)	4601 383.018-1-7 RA	$ 936.34	$ 40.34			$ 896.00	$ -	
Westmoreland	2024	Gorrell, Loren	6800 314.000-2-28 OD	$ 1,434.00	$ 32.96			$ 1,401.04	$ -	
					$ 7,935.98		$ 382.38			

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Mark Kinderman
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 12, 2024

The Honorable Anthony J. Picente, Jr
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20 24 - 211

PUBLIC SAFETY

WAYS & MEANS

Re: Trinity Services Group, Inc (Food Services).

Dear County Executive Picente:

The Sheriff's Office requests approval of the enclosed second contract extension with Trinity Services Group, Inc., for food services at the Oneida County Correctional Facility. Per the original contract, Trinity provides meals which meet applicable nutritional guidelines.

The original contract was for a three-year term with an option to extend for two additional one-year periods. This is the second permissible extension, running from May 1, 2024 to April 30, 2025. Per the original contract, the cost of meals during this extension is in accordance with a new price schedule that reflects the current Consumer Price Index. Because the number of meals served is based on the average number of inmates, costs will fluctuate depending on the average number of inmates during this extension term (currently 253). For comparison's sake, during the period of May 1, 2022 to April 30, 2023, the total cost was $562,140.29, while, during the first 11 months of the current/first extension term (i.e., through March 31, 2024), the County has paid $537,878.33.

If you find the enclosed contract extension acceptable, please forward same to the Board of Legislators for approval. I would like to thank you for your time and diligent attention to this matter. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-16-24

ACCREDITED AGENCY

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

Competing Proposal __X____
Only Respondent _____
Sole Source RFP _____
Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Trinity Services Group, Inc.
477 Commerce Boulevard
Oldsmar, Florida 34677-3018

Title of Activity or Service: Food Services at Oneida County Correctional Facility.

Proposed Dates of Operation: May 1, 2024 - April 30, 2025 (second contract extension)

Client Population/Number to be Served: Inmate population and correction officers.

Summary Statements

1) **Narrative Description of Proposed Services:** Food services at the Correctional Facility.

2) **Program/Service Objectives and Outcomes:** To feed inmates and staff in a quality and cost-effective manner consistent with State and Federal requirements.

3) **Program Design and Staffing:** Trinity Services employs its own staff and prepares meals at the Correctional Facility. The cost is billed to the County weekly based upon an updated price schedule which is included in the contract as Exhibit B. Actual costs will fluctuate depending on the number of inmates/meals served. The Correctional Facility will provide inmate labor to assist Trinity in meal preparation.

Total Funding Requested: TBD **Account #** A3110 3150.495-300

Oneida County Dept. Funding Recommendation: TBD, based upon updated price schedule

Proposed Funding Sources (Federal $/State $/County $): County

Cost Per Client Served: Based upon updated price schedule

Past Performance Data: Trinity has performed well under the current contract.

O.C. Department Staff Comments: The cost will be calculated and billed on a weekly basis and determined by the number of meals served and the current inmate population. The total amount paid by the County for the last 23 months is as follows:

May 1, 2022 - April 30, 2023: $562,140.29
May 1, 2023 - March 31, 2024: $537,878.33

TRINITY SERVICES GROUP, INC.
FOOD SERVICES
CONTRACT EXTENSION AGREEMENT

THIS CONTRACT EXTENSION AGREEMENT, is made by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, 13501 ("County"), including its Oneida County Sheriff's Office, located at 6065 Judd Road, Oriskany, New York 13424 ("OCSO"), and Trinity Services Group, Inc., a Florida corporation having its principal offices located at 477 Commerce Boulevard, Oldsmar, Florida 34677-3018 ("Trinity").

WITNESSETH

WHEREAS, the Parties previously entered into a three-year agreement, effective May 1, 2020 through April 30, 2023 (Oneida County Contract No. 102468) ("Original Contract"), a copy of which is annexed hereto as Exhibit A, pursuant to which Trinity provided food services to Oneida County Correctional Facility inmates and OCSO employees; and

WHEREAS, the Original Contract (at Section 4.1) allows for two one-year extensions; and

WHEREAS, the Parties previously entered the first contractually-permissible extension, i.e., from May 1, 2023 through April 30, 2024 (Oneida County Contract No. 179112), and now desire to enter the second contractually-permissible extension, i.e., from May 1, 2024 through April 30, 2025; and

WHEREAS, the Original Contract (at Section 6), including its Exhibit F (at Section 1) with "Schedule 1 - Cost Scale" ("Schedule 1") appended thereto, requires the County to pay Trinity the price per meal as set forth in Schedule 1, and permits Trinity to adjust meal prices during any extension of the Original Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties do hereby agree to amend the Original Contract, as follows:

1. **Term:** The term of the Original Contract shall be extended to run for a second one-year extension period from May 1, 2024 through April 30, 2025 ("second-extension period");

2. **Financial Arrangements:** During the second-extension period, the County shall pay Trinity the price per meal in accordance with Schedule 1 ("Cost Scale Second Extension Term"), which is attached hereto as Exhibit B, and which shall supersede all prior cost scales; and

3. **Other Terms**: All other terms and conditions of the Original Contract shall remain the same and have full force and effect.

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have caused this Agreement to be executed.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
County Executive
Date:

TRINITY SERVICES GROUP, INC.

James M. Perry
Senior Vice President
Date: 4/15/24

Approved:

Christopher J. Kalil
Assistant County Attorney

Exhibit A

TRINITY SERVICES GROUP, INC.
FOOD SERVICES AGREEMENT

This Agreement (the "Agreement") is made on May 1, 2020, by and between Oneida County, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, NY 13501 (the "County"), by and through the Oneida County Sheriff's Office, located at 6065 Judd Road, Oriskany, NY 13424 (the "OCSO"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity") (individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the County issued a Request for Bid, Bid Ref #2078, for Inmate Food Services at the Oneida County Correctional Facility (the "Correctional Facility"), and Trinity submitted its proposal to provide the necessary "Food Services" and "Duties," as further defined below in Section 2 and in Section 3, and as detailed in Exhibit A, to the OCSO at the Correctional Facility; and

WHEREAS, County desires to accept Trinity's proposal and avail itself of Trinity's Food Services and Duties; and

WHEREAS, Trinity desires to perform such Food Services and Duties for County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree to be bound as follows:

1. COUNTY'S GRANT TO TRINITY

The County grants to Trinity the exclusive right to operate inmate Food Services at the Correctional Facility, and the exclusive right to serve to inmates, staff, and other persons at the Correctional Facility food products, non-alcoholic beverages, and other such articles as shall be approved by the County. The County will provide access to the Correctional Facility kitchen and related areas, and will perform general maintenance. Trinity's Food Services and Duties are detailed in Exhibit A, titled "Food Services and Duties," which is hereby attached and incorporated into this Agreement by this reference. The County's responsibilities relating to this Agreement are hereby incorporated into this Agreement in the attached Exhibit B, titled "County Responsibilities."

2. FOOD SERVICES

2.1. Trinity shall provide Food Services to the County, which includes obtaining all raw and cooked food necessary to provide meals to Correctional Facility inmates and OCSO employees, allowing for the preparation and serving of wholesome, nutritious, quality food at proper service temperatures, with correct portion sizes, and at designated meal service times, in accordance with the current Recommended Daily Allowance as established by the National Academy of Sciences, and as prescribed for inmates under New York State Commission of Correction Law, Title 9 NYCRR Part 7009.

2.2. Trinity shall follow specific Food Services requirements as detailed in Exhibit A, including, but not limited to, providing three (3) meals per day, special menus for religious and restricted diets, holiday meals, "finger foods," specific meat quality and portions, and boxed/bagged meals. Trinity shall also provide meals to OCSO staff, in accordance with Exhibit A, clause 16 relating to Staff Meals.

2.3. - Trinity must be prepared for emergencies, including loss of water, loss of steam or electricity, vendor failure, or work stoppages, as detailed in Exhibit A, clause 18.

3. TRINITY'S DUTIES IN ADDITION TO FOOD SERVICES

3.1. Trinity shall be responsible for various cleaning and sanitation procedures at the Correctional Facility. Policies and procedures relating to sanitation are incorporated into this Agreement by Exhibit D, titled "Sanitation."

3.2. Trinity shall be responsible for maintaining appropriately trained staff, maintaining accurate records, providing weekly reports indicating the number of meals served to Correctional Facility inmates and OCSO staff, and other Duties in addition to providing Food Services, as incorporated by , titled "Trinity's Responsibilities."

3.3. Trinity shall send its Regional Manager to the Correctional Facility at the end of each quarter to discuss various items such as Food Services, safety issues, concerns, and others issues with the Sheriff or his designee.

3.4. Trinity shall appropriately train its staff, both in the food industry and to work in the Correctional Facility environment, as detailed in Exhibit C and further explained in Section 12 below regarding employee training. Trinity shall accept inmate workers to assist in the kitchen as provided by the OCSO.

3.5. Trinity shall abide by the OCSO's security policies for the Correctional Facility and understands that the OCSO reserves the right to observe Trinity's operations and inspect the kitchen and related areas at any time without notice to Trinity. Security measures are outlined and hereby incorporated into this Agreement by Exhibit E, titled "Security."

4. TERM

4.1. This Agreement shall be in effect for a period of three (3) years beginning on May 1, 2020 and terminating on April 30, 2023 (the "Term"). Thereafter, the County has the option to extend the Agreement for two (2) subsequent consecutive one (1) year periods. These extensions shall require mutual written agreement of the Parties.

4.2. Thirty (30) days prior to the termination of this Agreement, if there is any surplus stock of food on hand, Trinity will notify the Sheriff or his designee of its intent to sell the remaining inventory, which at the County's option, may be purchased at fair market value. Trinity may also negotiate with the successor vendor to sell or transfer ownership of any or all inventories.

4.3. Trinity understands and agrees that the continuity of service is critical to the County. In the event of expiration or termination of this Agreement, Trinity agrees to exercise best efforts and cooperation for an orderly and efficient transition of the Food Services and Duties to a new vendor or to the County. There will be no interruption of service. Trinity shall also negotiate a plan in good faith with the successor to determine the nature and extent of the phase-in, phase-out services required. This plan will specify a date for service transition.

5. TERMINATION

5.1. Either Party may terminate this Agreement for any reason by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

5.2 If either Party refuses, fails, or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 15 herein, the Party claiming such failure shall give the other Party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured Party may terminate the Agreement effective thirty (30) days after the end of said sixty (60) day period.

5.3. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Correctional Facility occupied by Trinity, and where applicable, remove its property and equipment, and return the kitchen area to the County, together with all the equipment furnished by the County pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss common in the food service industry.

6. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit F, titled "Financial Arrangements," and in Schedule I, titled "Cost Scale," which are attached hereto and made a part of this Agreement.

7. INFORMATION TECHNOLOGY SECURITY

7.1. In connection with the Food Services and Duties being provided under this Agreement, Trinity may need to operate certain information technology systems not owned by the County ("Non-County Systems"), which may need to interface with or connect to County's networks, internet access, or information technology systems ("County Systems"). Trinity shall be responsible for all Non-County Systems, and County shall be solely responsible for County Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances.

7.2. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with performing Food Services and Duties of this Agreement, Trinity shall be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data.

7.3. If any additional services and costs are needed in order for Non-County Systems to interface with or connect to County Systems, Trinity agrees to incur such expenses.

7.4. Each Party shall indemnify, defend and hold harmless the other Party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying Party's failure to comply with its obligations in this Section 7.

8. COMPLIANCE WITH TERMS, CONDITIONS, AND STANDARDS

8.1. Pursuant to the terms, conditions and requirements of this Agreement, Trinity will operate and manage its Food Services and Duties at the Correctional Facility and maintain adequate supplies appropriate merchandise and food products of good quality and at prices as agreed upon by the Parties.

8.2. Trinity shall perform its Food Services and Duties in accordance with this Agreement and all Exhibits attached hereto. The terms and conditions contained in the Standard Oneida County Contract Clauses Addendum, found in Exhibit G, are incorporated herein by this reference and made a part hereof. In the event of a conflict between the terms stated herein and the Standard Oneida County Contract Clauses Addendum, the terms and conditions contained in the Addendum shall control.

8.3. Trinity's Food Services shall meet or exceed the guidelines as prescribed by the New York State Commission on Corrections Standards for Local Correctional Facilities regarding food service in Title 9, Subtitle AA, Chapter 1 Minimum Standards and Regulations for Management of County Jails and Penitentiaries, Part 7009 Food Services.

8.4. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, State, and Local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association.

8.5. Trinity agrees to pay all Federal, State, and Local taxes which may be assessed against Trinity's equipment or merchandise while in the Correctional Facility, as well as all Federal, State, and Local taxes assessed in connection with the operation of its Food Services and Duties at the Correctional Facility.

9. PERFORMANCE OF FOOD SERVICES AND OTHER DUTIES

9.1. Trinity represents that Trinity is duly licensed and has the qualifications, the specialized skills, the experience, and the ability to properly perform the Food Services and Duties. Trinity shall use Trinity's best efforts to perform the Food Services and Duties such that the results are satisfactory to the County.

9.2. Trinity may, at Trinity's own expense, employ or engage the services of such employees, subcontractors, agents and/or partners as Trinity deems necessary to perform the Food Services and Duties (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Trinity shall be solely responsible and shall remain liable for the performance of the Food Services and Duties by the Assistants in a manner satisfactory to the County, in in compliance with any and all applicable Federal, State, or Local Laws and Regulations.

9.3. Trinity acknowledges and agrees that Trinity and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

9.4. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper Local, State, or Federal authorities may require in connection with their employment with Trinity, in addition to security background screening as permitted by law to include criminal background checks conducted by the County. The County may refuse access to any Trinity employee for safety, security, and good order of the Correctional Facility. The County will not be held liable for any liabilities arising from such action.

9.5. Trinity shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Food Services and Duties described herein, and shall be solely responsible for the cost of the same.

10. INDEPENDENT CONTRACTORS

10.1. It is expressly agreed that the relationship of Trinity and its Assistants to the County shall be that of independent contractors. The Assistants of Trinity are not, nor shall they be deemed to be, employees of the County, and employees of the County are not, nor shall they be deemed to be, employees of Trinity, for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. Trinity covenants and agrees that it will conduct itself in accordance with such status as an independent contractor.

10.2. Trinity warrants and represents that it is in the business of offering the same or similar services detailed herein, and does offer the same or similar services to other entities as a regular course of business. Trinity and the County agree that Trinity is free to undertake other work arrangements during the Term of this Agreement, and may continue to make its services available to the public.

10.3. Trinity and its Assistants shall not be eligible for compensation from the County due to absence because of a) illness; b) normal vacation; c) attendance at school or special training or a professional convention or meeting.

10.4. Trinity acknowledges and agrees that neither Trinity, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

10.5. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges Trinity's independent contractor status, it is agreed that both the County and Trinity shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

10.6. Trinity agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

11. EXPENSES

Trinity is solely responsible for paying all of its business expenses related to furnishing the Food Services and Duties described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

12. TRAINING

Trinity shall not be required to attend or undergo any training by the County, except for a jail safety course for civilians provided by the County. Trinity shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Food Services and Duties described herein, and shall be solely responsible for the cost of the same. The OCSO will offer First Aid and CPR Training to Trinity employees. Trinity shall also utilize the local Red Cross branch in Utica, offering First Aid and CPR training. The cost of this training shall be borne by Trinity.

13. LIABILITY AND INDEMNIFICATION

13.1. To the fullest extent permitted by applicable law, Trinity shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, invasion of personal or property rights, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by the County caused by any negligent act or omission, or intentional misconduct of Trinity, its officers, agents, employees (including Trinity's Assistants or other authorized personnel) arising out of or in connection with the exercise by Trinity or any of the Trinity's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional

misconduct of the County. The provisions of this Section shall survive the expiration or termination of this Agreement.

13.2. The insurance provisions in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions below.

14. INSURANCE

Trinity shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than $1,000,000 each occurrence and $3,000,000 Annual Aggregate.

a) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

b) Oneida County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

14.2. Workers Compensation and Employers Liability

a) Statutory limits apply.

14.3. Automobile Liability

a) Business Auto Liability with limits of at least $1,000,000 each accident.

b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

c) Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

14.4. Commercial Umbrella

a) Umbrella limits must be at least $5,000,000.

b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

14.5. Prior to the start of any work, Trinity shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of Trinity's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

14.6. Waiver of Subrogation. Trinity waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

14.7. No Representation of Coverage Adequacy. By requiring insurance, the County does not represent that coverage and limits will be adequate to protect Trinity. The County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement, or failure to identify any insurance deficiency, will not relieve Trinity from, nor may it be construed or considered a waiver of Trinity's obligation to maintain, the required insurance at all times during the performance of this Agreement.

15. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either Local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues. Trinity shall not be subject to credits, liquidated damages, fees, penalties, or other charges if the performance of any terms or provisions herein are delayed or prevented due to any of the above, if not within the control of Trinity, and by the exercise of reasonable diligence, Trinity is unable to prevent.

16. RECORD RETENTION

All records shall be kept on file by Trinity for a period of six (6) years from the date the record is made and Trinity shall, upon reasonable notice, give the County or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to this Agreement and the financial arrangements set forth in Exhibit F. The cost of such inspection, examination, and audit will be at the sole expense of the County and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 18 herein.

17. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the Parties at the address stated below or at any other address as designated by one Party upon notice to the other Party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to County: Oneida County, Law Department
800 Park Avenue
Utica, NY 13501

With copy to: Oneida County Sheriff's Office
6065 Judd Road
Oriskany, NY 13424

If to Trinity: Trinity Services Group, Inc.
477 Commerce Boulevard
Oldsmar, FL 34677-3018

With copy to: General Counsel
1260 Andes Boulevard
St. Louis, MO 63132

18. CONFIDENTIALITY

18.1 In the course of performing this Agreement, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The Parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the Term of this Agreement, except that the Parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority.

18.2 The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party, except where copies are made pursuant to a requirement to disclose pursuant to law in the sole opinion of the County, or a requirement to disclose as part of a judicial or regulatory proceeding, or as required by a governmental authority.

18.3 Each Party's Confidential Information shall remain the exclusive property of that Party. The County's Confidential Information shall be returned by Trinity to the County, or destroyed at the County's direction, upon termination or expiration of this Agreement. Trinity acknowledges that the County is subject to various legal requirements for record retention, and Trinity agrees that any Confidential Information disclosed to the County in tangible form shall be retained and disposed of by the County, at the County's sole discretion, in accordance with the Records Retention And Disposition Schedule CO-2, pursuant to 8 NYCRR § 185.13 (Appendix J).

18.4 In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

18.5 Trinity acknowledges and agrees that the County is subject to New York Public Officers Law, Article 6, Freedom of Information Law ("FOIL"). In order for the County to assert the exception for proprietary information contained in Public Officers Law Section 87(2)(d), Trinity shall mark any Confidential Information it wishes to have the County withhold upon a request received pursuant to FOIL as follows: "Proprietary. Not subject to disclosure under Public Officers Law Section 87(2)(d)."

19. SIGNATURES

Agreement to and acceptance of this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both Parties hereto.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its principles of conflicts of laws. Trinity expressly consents to the exclusive jurisdiction and venue in Oneida County, New York in connection with any dispute arising out of, or in connection with, this Agreement.

21. SERVICE OF PROCESS

Trinity agrees that in the event an action is filed in a court of competent jurisdiction in Oneida County, New York, service of said action on the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action shall be deemed good and sufficient service. In the event that at the time an action is filed Trinity does not maintain an entity and address listed with the New York State Department of State for service of process, then service on the entity and address listed as of the date of negotiation of this Agreement, namely Trinity Services Group, Inc., 477 Commerce Boulevard, Oldsmar, FL 34677-3018, shall be deemed good and sufficient service.

22. ASSIGNMENT

In accordance with Section 109 of the General Municipal Law, this Agreement may not be assigned by Trinity or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. Trinity may, however, assign its right to receive payments without the County's prior written consent unless this Agreement concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

23. ENTIRE AGREEMENT AND WAIVER

The terms of this Agreement, including any exhibits, schedules, attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Exhibit A (Food Services and Duties), Exhibit B (County Responsibilities), Exhibit C (Trinity's Responsibilities), Exhibit D (Sanitation), Exhibit E (Security), Exhibit F (Financial Arrangements, including Schedule 1), and Exhibit G (Standard Contract Clauses Addendum). No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

REMAINDER OF PAGE LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have agreed to be bound by the terms and conditions of this Agreement and accompanying addenda, as of the date first above written.

Oneida County

By: _____

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Date: 6/23/20

Oneida County Sheriff's Office

By: _____

Printed Name: Robert M. Maciol

Title: Sheriff

Date: 4-22-20

Trinity Services Group, Inc.

By: _____

Printed Name: David M. Miller

Title: Chief Operating Officer

Date: 4/14/20

Approved

Alison Stamulevich

Alison Stamulevich, Esq.
Assistant County Attorney

EXHIBIT A

FOOD SERVICES AND DUTIES

1. Trinity shall deliver high quality Food Services, in accordance with industry standards. Food Services shall meet all applicable Federal, State, and Local guidelines, laws, and regulations, including the guidelines as prescribed by the New York State Commission of Correction Law, Title 9 NYCRR Part 7009 covering Minimum Standards and Regulations of Food Services.

2. Trinity shall operate the Food Services program using corrections-experienced and professionally trained personnel who will comply with all Federal, State, and Local laws, regulations, and guidelines including, but not limited to, OCSO Correctional Facility regulations and directives from the Sheriff and his supervisory personnel.

3. Trinity shall ensure that with respect to the purchase of raw food products, all food and beverage products used in the performance of this Agreement must be served prior to the expiration date, when so dated. Additionally, Trinity will maintain food temperatures in accordance with the New York State Health Department's heating and cooling requirements, and will meet or exceed all New York State Department of Health Food Service Sanitation Guidelines, all National Commission on Correctional Health Care (NCCHC) guidelines, all Hazard Analysis Critical Control Point (HACCP) guidelines, New York State Commission of Corrections Regulations under Title 9 NYCRR Part 7009, and County Correctional Facility standards.

4. Trinity shall operate the Food Services program in a cost-effective manner.

5. Trinity shall offer a comprehensive education program for Trinity staff and Correctional Facility inmates assigned to kitchen duty.

a. Trinity shall provide inmate education through their Inmate Training Program to teach inmates real and usable job skills.

6. Trinity shall offer three (3) meals per day Monday through Friday consisting of a cold breakfast, hot lunch, and a hot dinner, and three (3) meals per day on Saturday and Sunday consisting of a cold breakfast snack, a hot brunch, and a cold dinner, as well as sack lunches of comparable nutritional value as required by the OCSO. All menus and special diets must meet the standards for adult holding and detention facilities as established by the National Commission of Correctional Health Care (NCCHC), New York State Commission of Corrections Regulations under Title 9 NYCRR Part 7009, and New York Correction Law Directives. Trinity will have all menus approved and signed annually by a Registered Dietitian licensed by the State of New York.

These three meals will be served at the following designated times:

Breakfast: 0700-0800 hrs
Lunch/Brunch: 1100-1200 hrs
Dinner: 1630-1730 hrs

No more than fifteen (15) hours is permitted between the dinner meal and the breakfast meal on the following day.

7. All meals served will be in compliance with current Recommended Daily Allowance for adults as established by the National Academy of Sciences, and as prescribed for inmates under New York State Commission of Corrections Regulations under Title 9 NYCRR Part 7009 for Food Services. Trinity shall institute revisions to the Food Services program when updates are issued by the aforementioned authorities.

8. Trinity shall provide the OCSO with a four (4) week meal plan each month. In addition to the regular twenty-eight (28) day cycle meal plan, Trinity will provide a special menu for inmates on special, modified, medical and/or religious diets (i.e.: Kosher meals, Ramadan, allergies, diabetic, etc.). Trinity will provide therapeutic or restricted diet meals upon the County's request. Specific therapeutic diets will be prepared and served to inmates in accordance with orders from the OCSO's attending physician, dentist, or responsible health authority. Proposed medical diets will be specific and complete and will be furnished in writing to Trinity by the County.

9. Trinity will provide a minimum of five (5) holiday meals at Thanksgiving, Christmas, New Year's Day, Independence Day, and Memorial Day, and others as requested by the County for inmates and staff.

10. Trinity will provide copies of all "special diets menus" to the Correctional Facility Medical Department and Administrative Office. Diets will include calorie content and food served by type and portion amount. Special diets will be provided to the Medical Department and Administrative offices prior to the start date of this Agreement.

11. Trinity will provide, at the request of the Sheriff/designee, "finger foods," including Nutra-Loaf, served with no utensils on a specialized tray for inmates housed in Special Housing Units, including medical/mental health watches.

12. Trinity must have the inmate menu reviewed at least annually by a Registered Dietician, licensed by the State of New York. This review shall include a signed nutritional compliance statement.

13. Trinity shall maintain a sample meal of each meal served for seventy-two (72) hours. The County reserves the right to review and change the menu at its discretion.

14. Minimum Food Specifications

a. All meat portions will be no less than four (4) ounces and no more than six (6) ounces cooked weight.

b. Beef shall be USDA inspected. Poultry shall be USDA inspected. Seafood shall be packed under Federal Inspection (PUFI); frozen fish must be a nationally recognized brand.

c. All dairy products must be U.S. government inspected. Fresh eggs must be USDA Grade A or equivalent; frozen eggs must be USDA inspected; milk must be pasteurized Grade A.

d. Fresh fruits and vegetables shall be selected according to written specifications for freshness, quality, and color; U.S. Grade B. Canned fruits and vegetables must be U.S. Grade B or Fancy. Fruits shall be packed in light syrup or water. Frozen fruits or vegetables shall be U.S. Grade B Choice or better.

e. Bread, rolls, cookies, pies, cakes, and puddings, either prepared or baked at the Correctional Facility, must meet USDA breakfast and lunch requirements, as applicable.

f. No pork products or pork derivatives, including gelatin, will be used. At the request of the Sheriff or his designee, Trinity will provide a manufacturer's statement of ingredients for the requested items.

g. Ground beef and ground beef patties will be provided with a minimum lean to fat ratio of 80/20. Ground beef will not contain any gland meat, bull meat, stag meat, or head meat. Only USDA inspected meat will be used. During grinding, meat should remain below 40F, but not less than 30F. Meat should be double ground. Soy or other extenders are acceptable up to 6%.

h. Cereal is designated on menus by a serving of one (1) cup. One cup is measured to be either nine (9) ounces by volume or one and one-half (1.5) ounces by weight. Only bulk cereal is to be used.

i. Condiments such as ketchup, mustard, mayo-type dressing, margarine, salad dressing, syrup, and jelly will be provided in prepackaged, portion control packages. Salt and pepper will not be served to inmates.

15. Other Meal and Food Requirements

a. Trinity will provide meals in paper bags or other temporary food storage containers for inmates that miss meals because they are out of the Correctional Facility at the time of meal service.

b. At a minimum, these "bagged/boxed" meals shall be composed of the following: Four (4) slices of bread, two (2) ounces of meat (e.g. turkey, turkey bologna, turkey salami, etc.), two (2) ounces of cheese, one (1) serving of fruit (e.g., apple, orange, pear), a beverage, and packaged condiments (e.g., mustard, mayo-type dressing, ketchup).

c. Trinity will provide, at their expense, natural fruit juice (may be reconstituted) for special diets. A stock (minimum of one (1) quart) of the aforementioned natural fruit juice will be kept in the Correctional Facility's Medical Office for their use during emergencies.

16. Staff Meals

a. Trinity will provide one (1) meal to Correctional Facility staff, as provided for under their collective bargaining agreement (232 Correction Officers and 20 Civilian Staff Members), who are assigned to work during regularly scheduled meal times. Meals provided will be the same as those served to inmates on the date and time of meal service.

b. Pursuant to the terms and conditions of the Collective Bargaining Agreement, the staff members may opt to receive a garden salad with choice of dressing, in lieu of a regular meal.

c. Additional staff food will be provided by Trinity upon request of the Sheriff or his designee. Staff meals will be counted in the total numbers of meals served to determine the price per the sliding scale.

17. Trinity Take-Out

a. Trinity will also provide "Trinity Take-Out" which includes an offering of higher quality meals to eligible inmates (good behavior). Menus will be available to eligible inmates and staff one (1) week before delivery.

b. Inmates will purchase these meals with money in their own accounts. If an inmate receives disciplinary action between order and delivery and/or is unable to receive the order, money will not be refunded to the inmate's account. Eligible inmates may purchase one (1) item per week.

c. OCSO staff may also purchase these meals.

18. Emergency Preparedness

a. Trinity shall maintain, at a minimum, a five (5) day supply of three (3) complete meals, including disposable service ware, at all times for both inmates and staff.

b. Trinity shall maintain procedures and emergency menus in the event of the following: loss of water, loss of steam or electricity, vendor failure, or work stoppage. Either a Tier One or Tier Two Meal Pattern will be implemented based upon Trinity's indicators for implementation.

c. Trinity shall be responsible for providing all paper products used during lock down events and will be responsible for the costs of these products.

d. Trinity shall offer Crisis Management Services (CMS). CMS shall provide immediate response and advisement for any food-related emergency at the OCSO, and will be available with incident response 24/7. CMS may also provide after-action reports to assist the OCSO with media inquiries, grievances, lawsuits, and New York State Commission of Correction inquiries.

EXHIBIT B

COUNTY RESPONSIBILITIES

1. County shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Food Services and Duties, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's Food Services and Duties hereunder, including, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

2. County shall, at its own cost and expense, provide all fixed food equipment, such as coolers, kettles, etc., facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Food Services and Duties hereunder. Trinity shall provide, at its own costs and expense, all non-fixed food service items. Trinity will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by County becomes inoperative, hazardous, or inefficient to operate, Trinity shall notify County and have the right to effect repairs or replacements at the expense of the County if the County fails to do so after a reasonable amount of time after notice of said equipment deficiency. During such time period when the equipment is inefficient, hazardous, or fails to operate, County shall, if applicable, pay the cost of all paper products used during such time period. County shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof.

3. County will provide, install, maintain, repair, replace if necessary, and permit Trinity to use all mechanical food service equipment. Repairs required as a result of misuse or abuse or negligence by Trinity's personnel or inmates under their supervision of Trinity will be paid by Trinity. In the event repairs are required, Trinity will immediately notify the appropriate OCSO personnel.

4. County will provide inmate workers to assist Trinity employees in its Food Services and Duties. The OCSO will determine what workers to assign to work in Food Services and Duties after a request is made by an inmate and it is confirmed that they are eligible to work.

5. County will provide trash removal, pest control, office space, inmate uniforms, and utilities as specified above in section 1, excluding modem and FAX services.

6. County will provide adequate ingress and egress to all production areas used by Trinity and will provide adequate heat, gas, lights, ventilation, and all other utilities.

7. County will provide general maintenance to the building structure including, but not limited to the maintenance of, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall and ceiling surfaces. Trinity will not make any alterations to, additions to, or removal of, any walls, windows, floors, ceilings, doors, equipment, or fixtures, without the prior written approval of the Sheriff or his designee. Windows and other openings will not be covered with any blinds or drapes without prior written approval of the Sheriff or his designee.

8. Non Solicitation. County will not, during the Term of this Agreement and for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that County breaches the terms of this provision, County shall pay Trinity an amount equal to the annual salary of such employee. This provision shall not apply to any person who was employed by the County prior to being employed by Trinity.

EXHIBIT C

TRINITY'S RESPONSIBILITIES

1. Staff

a. Trinity represents and warrants that they will maintain appropriately trained and educated staff to carry out the Food Services and Duties in the Agreement. All staff must be able to obtain a security clearance issued by the OCSO prior to commencing work within the Correctional Facility. Trinity shall continue to train its staff in accordance with applicable Federal, State, and Local rules, court orders, administrative directives, Correctional Facility directives, National Commission of Correctional Heath Care, American Correctional Association and New York State Commission of Correction standards, Chairman's Memoranda, and policies and procedures of the OCSO.

b. Staff will be on duty seven (7) days per week, fifty-two (52) weeks per year during meal prep, service, and clean-up times.

c. Trinity will provide efficient operation, expert administration, dietetic service, purchasing, accounting, supervision service, technical assistance, and planning to fulfill the terms and conditions of this Agreement.

d. Trinity will provide a Food Service Manager to be in attendance whenever the kitchen is in operation to assure quality performance. Either the Food Service Manager or a supervisor must be on duty each day, and must be on call twenty-four (24) hours per day in order to provide administrative backup for the on-duty staff.

e. In the event a Trinity staff position is open, so long as the vacant position is covered by overtime or by a qualified temporary Trinity employee, no staffing fine or penalties will be imposed by the County.

2. Reports and Records

a. Trinity will provide an accurate weekly report indicating the number of daily meals served to inmates and County staff. The report will be broken down into categories by the three (3) meal times, by housing locations, by regular meals, and by staff meals.

b. Trinity shall provide a monthly report, which shall be attached to an invoice. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed. This report shall also include i) a schedule of when work is done, ii) specific information of what work was done, and iii) the number of workers utilized and hours worked.

c. Trinity will provide training reports when applicable. Reports will be submitted monthly to the Sheriff or his designee.

3. Management Meetings

At the end of each quarter during the Term of this Agreement, Trinity will send Trinity's Regional Manager to the Correctional Facility to meet with the Sheriff/designee to discuss the following areas, including but not limited to food portion sizes, menu compliance (amount, product and completeness), food temperature and other health and safety issues, and any other concerns.

4. Equipment

a. Trinity may purchase any non-fixed inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. County does not have any liability under any Vendor Terms.

b. All equipment furnished by the County to Trinity is the sole property of the County, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the County.

5. Repair

Trinity shall be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions, but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the County, as defined in Exhibit B.

6. Non-Food Products

a. Trinity shall provide all paper, foil, and plastic products used in the daily routine of Food Services. These include, but are not limited to, aluminum foil, plastic wrap, paper bags, waxed paper, sandwich bags, plastic or foam trays and containers, plates (paper and otherwise), utensils (including those used in the preparation and service of meals), sporks, bowls with lids, cups with lids, bun rack covers (oven covers), labels, and parchment paper.

b. Trinity shall provide all protective garments for Trinity employees and inmate kitchen workers including, but not limited to, caps, hairnets, aprons, and plastic gloves.

c. Trinity shall provide all trash can liners for cans located in the kitchen area.

d. Trinity shall provide insulated meal carts for the transportation of meals to the housing units.

7. Grievances

a. Trinity shall comply with the OCSO's legal requirements for maintaining an Inmate Grievance Program pursuant to New York State Commission on Correction Minimum Standards and Regulations for Management of County Jails and Penitentiaries, Title 9 NYCRR, Part 7032. Trinity shall immediately provide notice of any grievances to the OCSO Grievance Coordinator and shall assist the OCSO Grievance Coordinator in processing these grievances.

b. Trinity shall maintain monthly statistics of grievances filed including complaints with and without merit. All grievances will be responded to in writing within 24 hours of receipt. The OCSO and the County shall review all inmate grievances and Trinity's actions. Trinity must implement the OCSO's recommendations.

EXHIBIT D

SANITATION

1. Trinity will ensure the entire Food Services department (kitchen, storeroom, and break room area) will be operated and maintained in a clean and sanitary condition in complete compliance with Federal, State, and Local standards, including, but not limited to, the regulations promulgated and enforced by the OCSO.

2. Trinity must successfully pass all required health and sanitation inspections whether by County, State, or Federal officials with a Grade "A" or equivalent numerical score. Any costs incurred by the County due to Trinity's failure to pass any required health and sanitation inspections will be the responsibility of Trinity.

3. Trinity will collect and dispose of all rubbish, garbage, litter, or other waste in the kitchen areas in accordance with the OCSO's policy. County will be responsible for proper removal of trash and garbage within a reasonable amount of time after completion of each meal from the Correctional Facility. County will provide dumpsters and will be responsible for having them emptied.

4. Trinity's Food Service Manager will participate in periodic Correctional Facility kitchen inspections with the Sheriff or his designee.

5. Trinity agrees to submit to inspections by the Sheriff or his designee and by County Health Department, State Health Department or other similar County, State, or Federal agencies upon the request of the Sheriff or his designee.

6. Trinity will require all employees on all shifts to have Federal, State, or County Food Service Sanitation Certifications when required by any such agency.

7. Trinity will not dispose of grease in drains. Grease will be disposed of in accordance with local health codes. The collection and removal of grease will be accomplished by an independent hauler, at Trinity's expense.

8. Trinity will establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances and chemicals. This includes MSDS regulations.

9. All chemicals, supplies, and other materials required for proper sanitation will be provided by Trinity. The use of any chemicals will be subject to prior approval by the Sheriff or his designee.

10. Trinity will provide regular and post-meal cleaning and/or sanitation of all oiled trays, carts, utensils, and other related items used and/or soiled during Food Services operations.

EXHIBIT E

SECURITY

1. The Sheriff or his designee will provide security services sufficient to enable Trinity and its personnel to safely provide the Food Services and Duties as outlined in the Agreement.

2. Trinity will abide by any and all County rules and regulations, procedures and orders, as well as any directive by the Sheriff or his designee concerning the safety and security of the Correctional Facility.

3. The Sheriff possesses the sole discretion to deny any person access to the Correctional Facility where the Sheriff determines that person to be a threat to the safety and/or security of the Correctional Facility.

4. Trinity is hereby made aware that the OCSO has a standing policy that individuals with outstanding felony or misdemeanor warrants will be denied access to the Correctional Facility and will be reported to law enforcement. Trinity will bring to the attention of the Sheriff any employees with outstanding felony or misdemeanor warrants as soon as Trinity becomes aware of the same.

5. The Sheriff may issue temporary identification cards to Trinity's employees which they will be required to wear at all times while on Correctional Facility property. Cards will be returned to Correctional Facility central control and reissued to Trinity's employees each day.

6. The Sheriff will have control of all perimeter keys, locks and security. Trinity will have keys and access to those areas where food and supplies are stored and processed, including the kitchen, storeroom, and break area, and as to be determined by the Sheriff or his designee. The Sheriff will have absolute control and will maintain a master set of all keys.

7. The County reserves the right to observe Trinity's operations and inspect the kitchen and related areas at any time without notice to Trinity.

8. Trinity staff will direct inmates as to their kitchen tasks. Inmates shall not be permitted to supervise other inmates. An OCSO officer will be stationed in the kitchen while Trinity staff and inmates are present.

9. Trinity will abide by their own Security Procedures and Policies Program which includes policies for contraband prevention, tool control, key control, trash checks, taking of hostages, planned assaults, rumors (will be conveyed to OCSO staff), and shakedown procedures. Trinity staff shall also abide by all OCSO security measures, and will tailor their procedures to the OCSO's needs.

10. New Trinity employees will be required to attend an orientation program conducted by the OCSO consisting of a Safety for Civilians training seminar within one (1) year of employment. This training is due to the nature of the work environment. Trinity is responsible for compensating their employees during this training. Trinity is responsible for all other employee training.

EXHIBIT F

FINANCIAL ARRANGEMENTS

1. Price Per Meal

a. The County shall pay Trinity the price per meal as detailed in the Cost Scale, based on the number of inmates; which is attached hereto as Schedule 1 and incorporated herein by this reference.

b. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

c. In the event of an extension of the Term of this Agreement, meal prices shall be adjusted annually, effective on the anniversary date of the Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, or Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the Agreement anniversary date and shall be communicated to the County not less than thirty (30) days prior to the effective date of the new prices.

d. In addition, in the event of material unanticipated cost changes, whether in (i) Federal, State or Local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment; (ii) the minimum wage rate or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the Parties, it is agreed that Trinity shall have the right to request an adjustment of its per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of Food Services and Duties, menu changes requested by the Correctional Facility, decreases in inmate population or the availability of inmate labor, efforts to organize labor or changes in Federal, State or Local standards or regulations including any applicable nutrition program standards or other unforeseen conditions beyond Trinity's control, it is agreed that Trinity shall have the right to request an adjustment of its per meal prices to reflect the impact of the change in circumstances.

e. The financial terms of this Agreement have been negotiated between the Parties upon the condition that Trinity will operate its Food Services and Duties at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If the County desires Trinity to change the operation or scope of its Food Services or Duties, County and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

2. Payment Terms

a. Trinity shall invoice the County each week, in arrears, for the total amount due from the County as the result of the number of meals served in the preceding week. The County shall pay the invoice amount within thirty (30) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

b. In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that the County's credit has become impaired, Trinity shall have the option to: (i) either decline to continue provision of Food Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (ii) terminate this Agreement without liability whatsoever to Trinity, by giving ninety (90) days prior written notice to the County.

c. All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the County.

3. Equipment Funds

a. Trinity will establish a fifty thousand dollar ($50,000.00) equipment fund at no additional cost to the County. This fund will be used to replace the existing dishwasher that is unusable without continuous repairs.

b. If this Agreement is terminated before the end of five (5) years (the three (3) year initial Term as well as the two (2), one (1) year extension periods), the County shall pay Trinity the remaining cost of the dishwasher that has not depreciated. The County may choose to pay this cost directly to Trinity or pass this cost on to a new vendor.

SCHEDULE 1

COST SCALE

Inmate Meals Served	Price Per Meal
0-99	TBD
100-119	$2.482
120-139	$2.191
140-159	$1.983
160-179	$1.827
180-199	$1.706
200-219	$1.609
220-239	$1.530
240-259	$1.464
260-279	$1.408
280-299	$1.360
300-319	$1.330
320-339	$1.305
340-359	$1.282
360-379	$1.262
380-399	$1.245
400 and Over	TBD

Final pricing will be determined by adding the total number of meals served in each week cycle (21 meals), and dividing by 21 to get the average number of meals served for that meal period billing cycle, applying the corresponding price from the scale and calculating the total amount due for the week.

Special component meals (Kosher, etc.) shall be billed at the rate of $3.85 per meal.

EXHIBIT G

STANDARD ONEIDA COUNTY CONTRACT CLAUSES ADDENDUM

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent

with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type

of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this

paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

2) Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW-§ 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

Exhibit B

Schedule 1
Cost Scale During Second Extension Term

Population			Current Price Price Per Meal	4.5% Increase 2024/2025 Price Per Meal
0	-	99	TBD	TBD
100	-	119	$ 2.863	$ 2.991
120	-	139	$ 2.528	$ 2.642
140	-	159	$ 2.287	$ 2.390
160	-	179	$ 2.108	$ 2.203
180	-	199	$ 1.968	$ 2.057
200	-	219	$ 1.856	$ 1.940
220	-	239	$ 1.765	$ 1.844
240	-	259	$ 1.689	$ 1.765
260	-	279	$ 1.624	$ 1.697
280	-	299	$ 1.569	$ 1.640
300	-	319	$ 1.534	$ 1.603
320	-	339	$ 1.505	$ 1.573
340	-	359	$ 1.479	$ 1.546
360	-	379	$ 1.455	$ 1.520
380	-	399	$ 1.327	$ 1.387
400	+		TBD	TBD

ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER
STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.
County Executive

EDWARD STEVENS
Director

120 Base Road • Oriskany, New York 13424
Phone: 315-765-2526 • Fax: 315-765-2529

April 16, 2024

FN 20 24 - 212

PUBLIC SAFETY

WAYS & MEANS

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Re: Stop-DWI (Selective Enforcement Patrols)

Dear County Executive Picente:

Enclosed please find a proposed agreement with the Village of Yorkville for 2024 Stop-DWI Selective Enforcement Patrols. This agreement provides funding to conduct patrols, purchase related equipment, and attend training which enhances the mission of the Stop-DWI Program. This funding is reimbursable to the County from DWI funds generated within Oneida County. The term of this agreement is January 1, 2024 through December 31, 2024, at a total cost of $15,080.00.

Assuming this agreement meets with your approval, I respectfully request that it be forwarded to the Board of Legislators for its approval, including approval for this agreement to serve as a template for the below-noted police agencies to conduct 2024 Selective Enforcement Patrols. Each template-derivative agreement will be the same, except for the municipality name and dollar amount. The 2024 Selective Enforcement Patrols contract amounts are as follows:

Village of Yorkville Police Department	$15,080.00
Oneida County Sheriff's Office	$150,000.00
Village of Whitesboro Police Department	$2,562.00
City of Rome Police Department	$13,237.00
City of Utica Police Department	$15,219.00
City Sherrill Police Department	$2,000.00
Town of New Hartford Police Department	$10,000.00
Village of New York Mills Police Department	$6,902.00

Thank you for your attention and consideration.

Sincerely,

Eric Townsend
STOP-DWI Coordinator

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Stop-DWI Program

Completing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other __X__

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: Village of Yorkville
30 Sixth Street
Yorkville, New York 13495

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities.

Proposed Dates of Operation: January 1, 2024 – December 31, 2024

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1. **Narrative Description of Proposed Services:** Agency will provide patrols, in addition to those normally scheduled, whose sole function will focus on DWI and related enforcement. Funding may also be utilized to calibrate and repair DWI related equipment and to attend training that enhances the mission of the Stop-DWI Program.
2. **Program/Service Objectives and Outcomes:** To increase the annual number of selective enforcement patrols and corresponding arrests for DWI-related offences.
3. **Program Design and Staffing:** Staff is drawn from the agency's police officers.

Total Funding Requested: $ 15,080.00 **Account#:** A3020.109

Oneida County Funding Recommendation: $15,080.00

Proposed Funding Sources (Federal $/State $/County $): County (reimbursable from DWI funds generated in Oneida County).

Cost per Client Served: N/A

Past Performance Data: Agency currently participates in selective enforcement patrols and other STOP-DWI Program initiatives and special operations.

O.C. Department Staff Comments: This agreement is intended to be used as the master template agreement for all Selective Enforcement Patrol agreements.

ONEIDA COUNTY STOP-DWI PROGRAM
SELECTIVE ENFORCEMENT PATROLS
AGREEMENT

This Agreement ("Agreement") is made by and between the County of Oneida, a municipal corporation existing under the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, including its Stop-DWI Program ("County"), and the Village of Yorkville, a municipal corporation existing under the laws of the State of New York, with principal offices located at 30 Sixth Street, Yorkville, New York 13495 ("Village").

WHEREAS, the County operates a Stop-DWI program, the mission of which is the is the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the Village desires its police department, the Yorkville Police Department ("PD") to participate in and promote the County's Stop-DWI Program;

NOW, THEREFORE, the Parties agree as follows:

1. **GENERAL:** The Village, through its PD, shall provide services as outlined in Section 2 ("Scope of Services"), which will assist in the County-wide enforcement of New York State Vehicle and Traffic Laws relating to driving while intoxicated and shall be aimed at reducing alcohol-related traffic injuries and fatalities.

2. **SCOPE OF SERVICES:** In accordance with this Agreement, the Village, through its PD, shall (i) conduct DWI selective enforcement patrols, and (ii) attend training that enhances the mission of the Stop-DWI program.

3. **FEES:** The County shall reimburse the Village for salary, fringe benefits, related travel and subsistence, and breath testing equipment calibrations up to the sum of Fifteen Thousand and Eighty Dollars and Zero Cents ($15,080.00), for services provided pursuant to this Agreement.

a) Payments shall be made upon receipt from the Village of a properly completed County voucher form itemizing and setting forth in detail the costs incurred and services performed, together with any receipts or other such supporting documentation attached thereto. Unless otherwise agreed to by the County in writing, said voucher must be submitted no later than the 15th day of the month following the end of the quarter and shall be accompanied by a completed statistical report on forms provided by the County detailing the services which were undertaken on behalf of the Stop-DWI program. To be reimbursed for expenses other than the services herein, the Village must receive prior written approval from the County's Stop-DWI Coordinator.

b) The County reserves the right to conduct an on-site program and/or fiscal audit of the PD's records as they relate to Stop-DWI program services in a manner

consistent with generally accepted accounting principles and program guidelines. The Village shall make available all relevant payroll, daily activity, and related logs at the request of the Stop-DWI Coordinator or designee in order to verify services claimed by the Village to have been performed under this Agreement.

4. **GOVERNANCE AND OPERATING PROCEDURES:** All services associated with this Agreement shall be governed by the official published "Standard Operating Procedures of the Oneida County Stop-DWI Program," as same may be amended.

a) The Village warrants and represents that the program to be conducted by it under this Agreement does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York, as same may be amended.

b) The Village agrees to comply with all applicable Federal, State and Local statutes, laws, rules and regulations, as same may be amended.

5. **TERM:** This Agreement shall be effective from January 1, 2024, through December 31, 2024.

6. **TERMINATION:** Each Party reserve the right to terminate this Agreement, upon thirty (30) days written notice to the other Party. In the event of termination, the County will have no further obligation to the Village other than payment for costs incurred for Services performed prior to termination. In no event will the County be responsible for any actual or consequential damages as a result of termination.

7. **SPECIAL REPORTS:** The Village shall notify the County's STOP-DWI Coordinator of all arrests on a quarterly basis, and any traffic fatalities occurring within its jurisdiction upon completion of the crash investigation. Such notification shall be presented as a photocopy of the final MV-104A and MV-104D Police Reports.

8. **ADVICE OF COUNSEL:** Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

9. **NON-APPROPRIATION OF FUNDS:** The County shall have no liability under this Agreement to the Village beyond the funds appropriated and available for this Agreement.

10. **NON-ASSIGNMENT:** This Agreement may not be assigned by the Village without the prior written consent of the County.

11. **INDEMNIFICATION:** The Pparties shall mutually indemnify, defend and hold harmless from and against all claims, losses, damages, liabilities, actions, costs and expenses, including, but not limited to, reasonable legal fees and expenses, paid or incurred by the other party and arising directly or indirectly out of: (i) any material breach of this Agreement by either party; (ii) any breach of applicable federal, state, and local statutes,

rules and regulations; or (iii) any other act or omission of either party. The obligations of the parties under this section shall survive any expiration or termination of this Agreement.

12. **ENTIRE AGREEMENT:** The terms of this Agreement, including the "Standard Oneida County Conditions," which are annexed hereto as Exhibit A, constitute the entire understanding and agreement of the Parties and supersedes all prior negotiations, representations, understandings, or other agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

VILLAGE OF YORKVILLE

BY: Michael A Mahoney DATE 4/16/24
Michael A. Mahoney
Mayor

ONEIDA COUNTY

BY: _____ DATE _____
Anthony J. Picente, Jr.
Oneida County Executive

Approved:

_____
Christopher J. Kalil
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

   i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

   ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

   iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ONEIDA COUNTY

DEPARTMENT OF EMERGENCY SERVICES

FIRE COORDINATOR

911 CENTER

STOP-DWI PROGRAM

120 Base Road * Oriskany, New York 13424
Phone: 315-765-2526 * Fax: 315-765-2529

Anthony J. Picente, Jr.
County Executive

Edward T. Stevens
Director

April 16, 2024

FN 20 24-217

PUBLIC SAFETY

WAYS & MEANS

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Re: Stop-DWI (High Visibility Engagement Campaign)

Dear County Executive Picente:

Enclosed please find a proposed agreement with the Village of New York Mills for its Police Department to conduct High Visibility Engagement Campaigns (f/k/a "Crackdown Patrols") during the holidays. Funding is reimbursable to Oneida County from a grant received from the New York State Stop-DWI Foundation. The term of this agreement is October 31, 2023 through October 30, 2024, at a total cost of $3,330.00

Assuming this agreement meets with your approval, I respectfully request that it be forwarded to the Board of Legislators for its approval, including approval for this agreement to serve as a template for the below-noted police agencies to conduct High Visibility Engagement Campaigns during the 2023-2024 term. Each template-derivative agreement will be the same, except for the municipality name and dollar amount. The High Visibility Engagement Campaign contract amounts for the 2023-2024 term are as follows:

New York Mills Police Department	$3,330.00
New Hartford Police Department	$4,500.00
Oneida County Sheriff's Office	$8,695.00
Rome Police Department	$4,495.00
City of Utica Police Department	$6,220.00
Yorkville Police Department	$6,800.00

Thank you for your attention and consideration.

Sincerely,

Eric Townsend
STOP-DWI Coordinator

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Stop-DWI Program

Completing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	__X_____

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: Village of New York Mills
1 Maple Street
New York Mills, New York 13417

Title of Activity or Service: STOP-DWI High Visibility Engagement Campaigns (f/k/a Crackdown Patrols)

Proposed Dates of Operation: October 31, 2023 – October 30, 2024

Client Population/Number to be Served: Oneida County

Summary Statements

1. **Narrative Description of Proposed Services:** Agency will provide special holiday patrols, in addition to their normally scheduled patrols, with the sole focus on STOP-DWI High Visibility Engagement Campaigns. This agreement will serve as the template for the other STOP-DWI High Visibility Engagement Campaigns.
2. **Program/Service Objectives and Outcomes:** To increase the number of enforcement patrols and corresponding arrests for DWI-related offenses.
3. **Program Design and Staffing:** Staff is drawn from the municipality's police officers.

Total Funding Requested: $3,330.00 **Account#:** A3020.495

Oneida County Dept. of Funding Recommendation: $3,330.00

Proposed Funding Sources (Federal $ /State$ / County $): County (reimbursable from the New York State STOP-DWI Foundation High Visibility Engagement Campaigns grant).

Cost per Client Served: N/A

Past Performance Data: Agency currently participates in enforcement activities and other STOP-DWI Program initiative and special operations.

O.C. Department Staff Comments: This agreement is to be used as a board approved template for all 2023-24 STOP-DWI High Visibility Engagement Campaign agreements.

Oneida County STOP-DWI Program
High Visibility Engagement Campaigns Agreement

This Agreement ("Agreement") is made by and between the County of Oneida, a municipal corporation existing under the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, including its STOP-DWI Program (collectively, "County"), and the Village of New York Mills, a municipal corporation existing under the laws of the State of New York, having offices at 1 Maple Street, New York Mills, New York 13417 ("Village").

WHEREAS, the County operates a STOP-DWI program, the mission of which is the County-wide reduction of alcohol-related traffic injuries and fatalities; and

WHEREAS, the Village wishes to promote the County's STOP-DWI Program; and

WHEREAS, the County has received a grant from the New York State STOP-DWI Foundation to support its participation in the current statewide STOP-DWI High Visibility Engagement Campaigns initiative; and

WHEREAS, the Village has expressed its willingness, ability and desire for its Police Department ("PD") to participate in the County's STOP–DWI High Visibility Engagement Campaigns;

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services. The PD shall participate in the County's STOP-DWI High Visibility Engagement Campaigns on dates specified by the New York State STOP-DWI Foundation which are communicated by the County's STOP-DWI Program coordinator to the NYMPD.

2. Term. This Agreement shall begin on October 31, 2023 and end on October 30, 2024.

3. Fees.

a. The County shall reimburse the Village up to the sum of Three Thousand-Three Hundred-Thirty Dollars and Zero Cents ($3,330.00) for the PD's participation in the County's STOP-DWI High Visibility Engagement Campaigns. Funds paid to the Village under this Agreement are to be used exclusively in connection with the PD officers' hours worked during the STOP-DWI High Visibility Engagement Campaigns.

b. Payments shall be made by the County (i) upon its receipt from the Village and/or PD of a properly completed County voucher and related New York State STOP-DWI Foundation activity forms, which must itemize and detail the costs incurred and/or services performed, together with any receipts or other such supporting documentation attached thereto, and (ii) after audit and approval by the County's Department of Audit and Control, as well as approval by the

County Comptroller. Unless otherwise agreed to in writing by the County, Voucher, activity form(s) and supporting documentation must be submitted to the County within thirty (30) days of any STOP–DWI High Visibility Engagement Campaigns provided by the PD.

c. The County reserves the right to conduct fiscal audits of the Village's and/or the PD's records as they relate to STOP-DWI program activities, including STOP-DWI High Visibility Engagement Campaigns. Such audits shall be conducted in a manner consistent with generally accepted accounting principles and guidelines. The Village and/or the PD shall make available to the County all payroll, daily activity, and related logs as the County may request in order to verify services claimed by the Village and/or PD for reimbursement.

4. Termination. Each Party reserves the right to terminate this Agreement upon (30) days written notice to the other Party. In the event of termination, the County will have no further obligation to the Village other than payment for costs incurred for STOP-DWI High Visibility Engagement Campaigns performed by the PD prior to termination. In no event shall the County be responsible for any actual or consequential damages as a result of termination.

5. Compliance with Applicable Laws. The Village agrees to comply with all applicable federal, state, and local statutes, rules and regulations with respect to its participation in STOP–DWI High Visibility Engagement Campaigns.

6. Reporting Requirements. The Village and/or the PD shall notify the County's STOP-DWI Program coordinator of all arrests and convictions for drinking and driving on a quarterly basis, and any alcohol-related traffic fatalities occurring within the Village upon completion of any accident investigation. Such notification shall include a photocopy of the final MV-104A and/or MV-104D Police Reports.

7. Non-Appropriation of Funds. The County shall have no liability under this Agreement to the Village beyond the funds appropriated and available for this Agreement.

8. Non-Assignment. This Agreement may not be assigned by the Village without the prior written consent of the County.

9. Indemnification. The Parties shall mutually indemnify, defend and hold harmless from and against all claims, losses, damages, liabilities, actions, costs and expenses, including, but not limited to, reasonable legal fees and expenses, paid or incurred by the other party and arising directly or indirectly out of: (i) any material breach of this Agreement by either party; (ii) any breach of applicable federal, state, and local statutes, rules and regulations; or (iii) any other act or omission of either party. The obligations of the Parties under this section shall survive any expiration or termination of this Agreement.

10. Advice of Counsel. The Parties acknowledge that in executing this Agreement they have had the opportunity to seek the advice of counsel and have read and understood all of the terms and provisions of this Agreement.

11. Entire Agreement. The terms of this Agreement, including the "Standard Oneida County Conditions," which are annexed hereto as Exhibit A, constitute the entire understanding and agreement of the Parties and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

VILLAGE OF NEW YORK MILLS

Ernie Talerico
Mayor of New York Mills

4/16/2024
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
Oneida County Executive

Date

Approved:

Christopher J. Kalil
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

    i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

    ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente, Jr
Oneida County Executive

Charles P. Klein
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

April 17, 2024

FN 20 24-214

PUBLIC SAFETY

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente:

Attached for you review and approval is correspondence from Oneida County District Attorney, Todd C. Carville requesting the deletion of one Part time Senior Confidential Investigator position 1165-818 and the creation of one full time Senior Confidential Investigator position (grade 32W, step 1 at $59,648).

As stated in Oneida County District Attorney, Todd C. Carville's letter the position is essential for the Crimes Against Revenue investigations grant and will be fully grant funded with no cost to the County.

If you concur with his request, please forward this letter to the Board of Legislators and ask that they create one (1) Senior Confidential Investigator (grade 32W, step 1 at $59,648) effective immediately.

Sincerely,

Charles P. Klein
Commissioner of Personnel

Copy: Todd C. Carville, District Attorney
County Attorney
Budget

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

FN 20 24-215

PUBLIC SAFETY

WAYS & MEANS

April 17, 2024

Gerald Fiorini, Chairman
Board of Legislators
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Chairman:

As a result of the Board of Legislators approval of the District Attorney's board letter to do some updating at the District Attorney's Offices it is necessary to complete the other side of the transaction. As Such, the Capital Project needs to be amended to reflect the additional funding.

I therefore request your Board's approval to amend **Capital Project H-DPW – 125 –Space Utilization & Program Improvements:**

	Current	**Change**	**Proposed**
Bonds H – DPW 0125-5710	$ 300,000.00	0.00	$ 300,000.00
Transfer From General Fund H-DPW 0125 – 5031- 000	$ 0.00	$ 230,000.00	$ 230.000.00
Totals	$ 300,000.00	$ 230,000.00	$ 530,000.00
Capital Outlay H-DPW 0125-19972	$ 300,000.00	$ 230,000.00	$ 530,000.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Commissioner DPW

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

William J. Barry III
Chief Assistant District Attorney

Joshua L. Bauer, Senior ADA
Travis J. Yoxall, Bureau Chief
Rebecca G. Kelleher, Bureau Chief
Nicholas T. Fletcher, Bureau Chief
Maria Murad Blais
Kimberly R. Sudakow
Sara L. Dewey
Jennifer M. Scholl

Todd C. Carville
DISTRICT ATTORNEY

Laurie Lisi
Executive Administrative Assistant

Kurt D. Schultz
Sarah F. DeMellier
Michael A. LaBella
Amanda M. Tucciarone
Andrew K. Rahme
Kathleen A. Arcuri
Robert Rose
Dawn C. Lupi
Bernard L. Hyman Jr.

April 17, 2024

Anthony J. Picente, Jr.
County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive,

As I began my tenure as Oneida County District Attorney, I started to take inventory of the District Attorney's Office and looked at the overall condition of the office space, the office is in need of an update. No serious maintenance has been done for quite some time at this location. I would like to have the walls painted, carpet replaced, blinds replaced and other minor repairs.

Fortunately, I have several vacancies in my department, which I do not anticipate being able to fill in the 2024 budget year. These vacancies will more than cover the anticipated cost of these repairs and updates to the office space.

I therefore request your Board's approval for the following **2024** Budgetary transfers:

TO:	
A 9900 9901-900-105 – Transfer to Capital Fund	$ 230,000.00
Total	$ 230,000.00
FROM:	
A 1165 1165.101-000 – District Attorney Adm – Salaries	$ 200,000.00
A 1165 1165.860-000 – District Attorney Adm. – Health Insurance	$ 30,000.00
Total	$ 230,000.00

Thank you for your kind attention to this request.

Very truly yours,

Todd C. Carville

Todd C. Carville
District Attorney

235 Elizabeth Street, Utica, NY 13501 Phone (315) 798-5766 Fax (315) 798-5582

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

April 17, 2024

FN 20 24-216

Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS

Honorable Members:

The attached letter from Holly Bolton, Probation Director, requests your consideration and approval of her claim for reimbursement from the State of New York for costs expended for Pre-Sentence reports Conducted on state inmates. As indicated, Section 606 of the Correction Law and Part 410 of the New York Code of Rules and Regulations (NYCRR) provides for reimbursement to counties when these costs are expended by Public Funds.

As noted in the attached documents, the Probation Department is claiming $2,338.97 for the preparation of 13 reports in this category. Please consider and approve her reimbursement claim.

Sincerely,

Anthony J. Picente, Jr.
Oneida County Executive

C: Public Defender
Audit and Control
County Attorney

ONEIDA COUNTY
DEPARTMENT OF PROBATION
Boehlert Center at Union Station
321 Main Street, 2nd Floor, Utica, New York 13501
Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
300 West Dominick Street, Rome, New York 13440
Rome ~ Phone: (315) 356-2900 Fax: (315) 337-5025
E-mail: probation@ocgov.net · Web Site: www.ocgov

ANTHONY J. PICENTE, JR.
County Executive

HOLLY BOLTON
Director

FN 20 24-217

April 11, 2024

Anthony J. Picente Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

The Probation Department is requesting Fund Transfers to address a variety of needs within our department. We are in dire need to replace desks, cabinets and chairs. Most of our desks and cabinets are thirty-plus years old, and many have drawers that do not function or are otherwise damaged. The Department intends to replace 51 desks, cabinets and chairs. The total cost for all new office furniture is approximately $128,000.00.

We also need to restructure our office by adding two doors within our department to create additional office space, which will cost approximately $5000.00, and we also need to update three access doors to swipe card access as they are currently keycode. This update would cost approximately $15,000.00 for all three doors.

We are also in need of an additional vehicle to replace a lease which is expiring in two months. This vehicle should not cost us more than $60,000.00 as we plan on purchasing a vehicle.

The Probation Department also has need to address our emergency radios. We are seeking to add four additional radios, add chargers, as well as replace most of our lithium batteries. These radios are critical to the safety of our staff while in the field. This will cost approximately $12,000.00.

We are also in need of practice ammunition for our soon to be armory in the amount of approximately $10,000.00.

We are also in need of Blue Guns for training purposes which will cost approximately $5,000.00. This $5,000.00 will then be re-imbursed to us by the GIVE grant.

Probation is seeking to transfer monies from a DCJS Pretrial award to cover the cost of this expenditure. Approximately $85,000.00 of our Pretrial award received in October 2022 is still available for this endeavor. The remaining $150,000.00 will come from our 2023-24 Pretrial award of $519,905.00 which was received in January of 2024.

I therefore request your approval for the following fund transfers:

...iewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-12-24

TO:

A-3140-3140.211-000 – Office Furniture.....$128,000.00
A-3140-3140.495-000 – Other Expenses.....$20,000.00
A-3140-3140.495-150 – Charter of Hire of Vehicle.....$60,000.00
A-3140-3140.290-000 – Other Equipment.....$12,000.00
A-3140-3140.491-000 – Other Materials.....$10,000.00
A-3140-3140.425-000 –Training.....$5,000.00

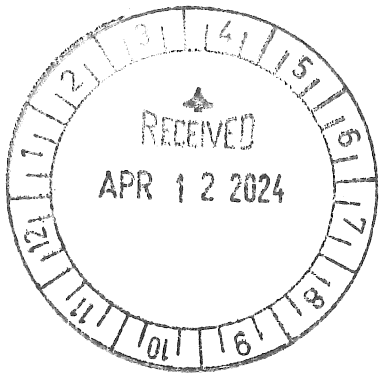
FROM:

A 3140-3140.3310-120– State Aid Probation DCJS Pretrial Services.....$235,000.00

Thank you for kind attention to this request.

Very truly yours,

Holly Bolton
Probation Director



Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Commissioner

March 27, 2024

FN 20 24 - 218

APR 3 1

WAYS & MEANS

Anthony J. Picente, Jr.
County Executive
Oneida County
800 Park Avenue
Utica, NY 13501

Dear County Executive:

On July 14, 2021, the Board of Legislators approved the establishment of capital project H- 623 – Griffiss Triangle Development which has been renamed H – Air 085 with the new accounting software. C&S Engineers was contracted with to do the initial planning, environmental and conceptual design services relative to the 258 - acre site located at Griffiss International Airport. The first phase of the work has been completed and it is time to begin the second phase of the environmental and design services. In order to start this much needed work, it is necessary to amend Capital Project H- AIR 085..

I therefore request the Board of Legislator's approval to amend **Capital Project H-AIR 085 56102 – Capital Outlay – Griffiss Airfield – Triangle Development:**

	Current	**Change**	**Proposed**
Trans from General AIR 085-5031-000	$ 175,000.00	$ 0.00	$ 175,000.00
Trans from Genl - ARPA AIR 085-5031-998	$ 693,500.00	$ 221,000.00	$ 914,500.00
Totals	$ 868,500.00	$ 221,000.00	$ 1,089,500.00
Capital Outlay H- AIR – 085-56102	$ 868,500.00	$ 221,000.00	$ 1,089,500.00

Thank you for kind attention to this request.

Very truly yours,

Edward Arcuri
Commissioner of Aviation

CC: Comptroller
County Attorney

RECEIVED
APR 0 3 2024

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-3-24

Schedule A-2
Scope of Work

Project Title: Land Release & Airport Business Park Development EA
Airport Name: Griffiss International Airport
Services Provided: Phase II: Environmental and Design Services – Out-of-Scope Work / Additional Work Tasks

Out-of-Scope work has been completed as part of the ongoing Land Release & Airport Business Park Development EA and new work has been requested by the County and/or FAA. The work effort is summarized below.

Phase II - Out of Scope Work Completed

Additional work items considered outside the original scope of work per the executed agreement dated May 31, 2022 are summarized below by task.

TASK 1: PROJECT ADMINISTRATION

Coordination:

- Coordination and preparation of scope/fee/agreement with Hartgen Archeological Associates, Inc. for Phase 1A for off airport development related to utility corridors and intersection improvements.
- Coordination and preparation of scope/fee/agreement with TRC for habitat assessment for the state listed upland sandpiper (T&E species).
- Coordination with the NYSDEC to schedule a site visit to determine potential upland sandpiper habitat within the project limits.
- Coordination with County and NYSDOT to schedule a meeting on results of Traffic Impact Study and present roundabout options.
- Review of additional subconsultant work
- Additional coordination with environmental agencies to incorporate the roundabout into the project limits
- Coordination with County on RCSD response, next steps, and scheduling a meeting

Meetings:

- Two meetings held with grassland species consultant to firm up scope/fee (3 CONSULTANT Team members in attendance, 1 hour call each time).
- Preparation of slides and in-person meeting with County and potential developer held on 10/18/22. Included 7 hours of in-state travel time and 3 hours on-site (included 1 overnight) for one CONSULTANT Team member, and 2 hours of in-state travel time and 3 hours on-site for four CONSULTANT Team members.
- Preparation of meeting slides and in-person meeting held with the City of Rome/ Rome City School District on 12/8/22 to discuss proposed project and potential impacts to the school. Included 7 hours of in-state travel time and 2 hours on-site (included 1 overnight) for one CONSULTANT Team member, and 2 hours of in-state travel time and 2 hours on-site for three CONSULTANT Team members. Preparation of powerpoint slides (6 hour) and a meeting summary (6 hours).
- Preparation of meeting slides for in-person meeting held with GUSC on 12/8/22 to discuss utility corridor needs, improvements, and funding. Included 2 hours on-site for four CONSULTANT Team

members (travel time and 1 overnight included under RCSD meeting). Preparation of powerpoint slides (6 hour) and a meeting summary (6 hours).

- In-person meeting held with the NYSDEC on 1/5/23 to conduct a site visit to identify potential habitat for the upland sandpiper (one CONSULTANT Team member attending, 2 hours in-state travel and 2 hours on-site = 4-hour day). Preparation of a meeting summary memo (6 hours).
- Preparation of meeting slides and virtual meeting held with the NYSDOT on 3/2/23 to discuss the results of the Traffic Impact Study and present roundabout options memo (four CONSULTANT Team members attending, one hour in length = 4 hours). Preparation of powerpoint slides (6 hours) and a meeting summary (6 hours).
- Preparation of meeting slides and in-person meeting held with the NYSDEC on 5/10/23 to discuss Proposed Project, impacts to upland sandpiper, and potential mitigation measures. Included 7 hours of in-state travel time and 2 hours on-site (included 1 overnight) for one CONSULTANT Team member, 2 hours in-state travel for one CONSULTANT Team member and 2 hours on-site, and two team members attended via teleconference @ 2 hours/ea. Preparation of powerpoint slides (4 hours) and a meeting note summary (6 hours).
- Virtual meeting held with Rome DPW on 1/13/22 to discuss perimeter road improvements, roundabout, and utility corridor routing (three CONSULTANT Team members from C&S attending, 6 hours total).

TASK 3: ENVIRONMENTAL ASSESSMENT

Purpose and Need (Chapter 1)
Additional documentation was prepared for the Purpose and Need included developing tables and text to provide additional need based on airport expenses and losses and amount of potential revenue generated by the Proposed Project.

Alternatives (Chapter 2)
Airport Business Park Development Plan: The scope of work assumed minimal effort was required to prepare the Alternatives chapter and it would only involve summarizing the results of Phase 1 Work. Additional changes to the original preferred alternative included the following based on County meetings, discussions with GUSC, and results of archeological and wetland surveys:

- Options for off-site utility corridors analyzed along March Street and Perimeter Road
- Two additional modifications to the utility corridor made along March Street and changes on the substation site (to avoid wetland transition area impacts)
- Proposed aircraft parking apron area modified to avoid archeologically sensitive site that would require Phase III Archeological Survey work
- Roundabout added at intersection of Perimeter Rd./Mohawk Dr.

Roundabout Concepts (Perimeter Rd./Mohawk Dr. intersection): Based on the 1/5/23 monthly meeting, the County requested that roundabout options be developed for consideration. Although not included in the original scope of work, including this work is considered important to be addressed as part of the EA so all impacts are addressed to prevent project delays further down the road. Initially three roundabout concepts were developed using VISSIM modeling and Chapter 26 of the NYSDOT Highway Design Manual, drawings were prepared and pros/cons of each were presented to the County at the 3/20/23 monthly meeting. At this meeting, the County requested a fourth option be developed that would show the roundabout taking place on County owned property to eliminate the potential delays that could take place acquiring private property. Additional consideration was given to identifying the construction limits since this could extend quite a bit beyond the actual pavement limits.

Affected Environment, Environmental Consequences & Mitigation (Chapter 3)

Biological Resources
The following additional work has been done

- Updated coordination with NYS Natural Heritage Program for larger project footprint for the roundabout area
- Obtaining updated data from the USFWS IPaC and official species letter for the roundabout area
- Additional effort related to upland sandpiper (state listed T&E species). NYSDEC agency response letter requested a one-year survey to determine presence / absence. Numerous discussions on best route to address NYSDEC comments. To address NYSDEC comments, a subconsultant was hired to conduct a species and habitat screening, the results were submitted to the NYSDEC, and further follow up has taken place including a site visit by the NYSDEC
- Conducted three additional site visits to screen for T&E species and migratory bird habitat within revised project limits (original utility corridors, revised utility corridor, and roundabout options). updates required to the Rare, Threatened, and Endangered (RTE) species habitat assessment for federally listed species and additional state-listed species due to changes in project limits.
- Preparing graphic of upland sandpiper habitat, acreages, and mitigation ratio following NYSDEC site visit and meeting
- Hiring a subconsultant (TRC) to conduct a field visit to identify potential sandpiper habitat, prepare a summary of results to submit to the NYSDEC, and meeting with the NYSDEC to discuss mitigation requirements.

Water Resources
- Conducted one additional site visits to delineate additional wetlands at the request of NYSDEC (site where substation is located and original utility corridor).
- Conducted two additional site visits to determine the presence/absence of wetlands within revised project limits (original utility corridors, revised utility corridor, and roundabout options). Wetland delineation report needed to be updated three times to incorporate expanded project areas. This included updates to graphics.

Traffic Impact Study
Based on meeting held with the NYSDOT on 3/2/23 they requested additional items be included in the study including the following:

- Add an additional intersection (Kingpin Ln./Route 825)
- Include a future growth rate for the no build and build scenarios in consideration of project impacts
- Traffic signal warrant for the intersection of Perimeter Road and NYS Route 825
- Sensitivity analysis at the intersection of Perimeter Road and NYS Route 825
- Mitigation analysis of Perimeter Road and NYS Route 825 using microsimulation modeling
- Roundabout concept with 3 different alignments including:
    - Construction phasing of each
    - Concept level construction cost estimate

PUBLIC SERVICES AND SOCIAL CONDITIONS EVALUATION
The Rome City School District (RCSD) responded to the original project scoping letter dated 10/11/22 regarding public service needs. In an email response dated 10/12/22 the District Superintendent, Peter Blake, responded "*I need a lot more information to be able to provide you with a reasonable opinion on*

the school's capacity to support a project of this size. For starters, is there a time frame for when the project is expected to be completed and new employees would be on-site working? Is there a forecasted number of new residents, by year, that the project may anticipate coming to Rome? The timelines are of extreme importance because if even 10% of these employees were to settle in Rome with kids, we would need expansive renovations/additions to our elementary schools to support that." Additional work to address RCSD concerns included the following:

- Prepared a memorandum including analysis with annual projections for on-site employment, new employees to live within the region and district, and potential student enrollment increases to address RCSD request for additional information on project
- Reviewed RCSD response to C&S memorandum
- Prepared updated annual projections for on-site employment, estimates of new employees moving to the region, and student enrollment based on discussions from a meeting with the RCSD on 12/8/22
- Associated documentation and report content – Public Services and Socioeconomic Conditions sections.

Task 5: Preliminary Design of Utility Corridor

The following changes to the original preferred alternative based on County meetings, discussions with GUSC, discussions with Rome DPW, results of archeological and wetland surveys, and potential developers' needs resulted in additional internal review, coordination, and modifications to the utility design, drainage analysis, and boundary survey.

- Change in use (increase in employee numbers) based on potential developer change
- Options for off-site utility corridors analyzed along March Street and Perimeter Road
- Two additional modifications to the utility corridor made along March Street and changes on the substation site (to avoid wetland transition area impacts).
- Proposed aircraft parking apron area modified to avoid archeologically sensitive site that would require Phase III Archeological Survey work
- Roundabout added at intersection of Perimeter Rd./Mohawk Dr

Phase II - Additional Work Requested by the County and/or FAA

TASK 2: LAND RELEASE APPLICATION

- **Two Appraisals and Review Appraisal:** In accordance with FAA Compliance Guidance Letter 2018-3, *Appraisal Standards for the Sale and Disposal of Federally Obligated Airport Property, "if a sale or lease of properties has not gone to contract one year from the date of submission of the appraisal, then a new appraisal report is needed. USPAP specifies that each time an appraiser produces a report, it is considered a completely new appraisal assignment and must be treated as such by the appraiser to remain in compliance with the standards".* The appraisal was completed on September 22, 2022 and may be more than one-year old once the land release application is submitted. An updated appraisal, a second appraisal, and a review appraisal are included based on communications with the FAA and guidance contained in the 2018-3 Compliance Letter (i.e., *"two independent Appraisal Reports and a Review Appraisal are required for the disposal of the high value property ($1 million) or more"*).

Task 4: SEQR

The original scope of work included preparation of a SEQR Full EAF form for a Type 1 Action. Based on input from Oneida County Planning Department, a SEQR EIS will need to be prepared for the Proposed Project. This Scope of Services includes assisting the County Planning Department with preparation of the SEQR EIS.

Assumptions:

- Preparation of the SEQR EIS will be a joint effort between CONSULTANT and Oneida County Planning Department. CONSULTANT's role will be to provide technical support with the County Planning Department responsible for preparation of the SEQR EIS report. If additional services related to the SEQR EIS are needed, the CLIENT may enter into a supplemental agreement authorizing CONSULTANT to perform the necessary additional services.
- County Planning Department will be responsible for all notices, lead agency coordination, obtaining approvals from the County, as needed.

Task 5.1: PRELIMINARY DESIGN OF UTILITY CORRIDOR (30%)

The services to be performed during Preliminary Design include furnishing the CLIENT with a proposed utility plan for the preferred development.

The specific services to be provided for this task are the following:

- Desktop geotechnical investigation to determine characterization of soil layers, bearing capacity, and discussion of any specialized pavement/foundation design, if required.
- Develop a draft storm water pollution prevention plan (SWPPP) and/or soil erosion control plan.
- Update opinion of probable construction cost to reflect the outcomes of preliminary design.
- Develop medium voltage ductbank layout from Griffiss Utilities Services Corporation substation to development site.
- Coordinate preliminary design requirements with the Griffiss Utility Services Corporation (GUSC), National Grid, Oneida County Department of Public Works (DPW), City of Rome DPW, New York State Department of Transportation (NYSDOT), Verizon, and other utility providers.

Incorporate the location of their improvements onto the Design Documents prior to application for funding.

- Prepare Preliminary Design documents consisting of final design criteria for water, sanitary sewer, natural gas, electric, stormwater, and erosion control.
- Furnish the CLIENT with two copies of the Preliminary Design Documents (includes Utility drawings, roundabout drawings, and access road/fencing drawings) as one set.
- Meet with the CLIENT to review the Preliminary Design Documents. Includes 2 hours of in-state travel time and 2 hours on-site for three CONSULTANT Team members.

Task 5.2: PRELIMINARY DESIGN OF ROUNDABOUT (30%)

The services to be performed during Preliminary Design include furnishing the OWNER with a proposed utility plan for the preferred development.

The specific services to be provided for this task are the following:

- Coordinate preliminary design documents and requirements with the New York State Department of Transportation (NYSDOT)
- Preliminary Design Drawings to include the following within a set of overall mitigation plan improvements
    - General Plan
    - Typical Sections
- Develop a draft storm water pollution prevention plan and/or soil erosion control plan that encompasses all phases of the project.
- Update opinion of probable construction cost to reflect the outcomes of preliminary design.
- Provide Contract Documents to all impacted utilities including GUSC, National Grid, City of Rome Water Authority, and Verizon for their use in locating their proposed improvements. Incorporate the location of their improvements, if available, onto the final Contract Documents prior to the bidding of those documents.
- Prepare Preliminary Design documents consisting of final design of roundabout , project plans, technical specifications, a Stormwater Pollution Prevention Plan and a drainage study.
- Furnish the CLIENT with two copies of the Preliminary Design Documents (see **Task 5.1**).
- Meet with the CLIENT to review the Preliminary Design Documents (see **Task 5.1**).

TASK 5.3: PRELIMINARY DESIGN OF ACCESS ROAD AND FENCING (30%)

The services to be performed during Preliminary Design include furnishing the OWNER with a proposed access road and fencing plan for the preferred development.

The specific services to be provided for this task are the following:

- Desktop geotechnical investigation to determine characterization of soil layers, California Bearing Ratio (CBR), bearing capacity, and discussion of any specialized pavement design, if required.
- Develop a draft storm water pollution prevention plan (SWPPP) and/or soil erosion control plan.
- Develop fencing plan for new parcel/site boundaries.
- Provide preliminary street lighting layout.
- Update opinion of probable construction cost to reflect the outcomes of preliminary design.
- Coordinate preliminary design requirements with the Oneida County Department of Public

Works (DPW), City of Rome DPW, New York State Department of Transportation (NYSDOT), and other stakeholders.

- Prepare Preliminary Design documents consisting of final design criteria for access road and fencing.
- Furnish the CLIENT with two copies of the Preliminary Design Documents (see **Task 5.1**).
- Meet with the CLIENT to review the Preliminary Design Documents (see **Task 5.1**).

END OF SCHEDULE A-1

ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B-2" ENVIRONMENTAL AND PRELMINARY DESIGN PHASE

PROJECT NAME: Land Release Application / Environmental Assessment/Preliminary Design Supplemental
PROJ DESCRIPTION: Land Release Application / Environmental Assessment
CLIENT: Griffiss International Airport
CLIENT MANAGER: Ed Arcuri

DATE: 09-Aug-23
A/E: C & S ENGINEERS, INC.
PROJECT NO: 146.167.001
C&S CONTACT: C. Brubach

I. ESTIMATE OF DIRECT SALARY COSTS:

	TITLE	BILLING RATE ($/HR)	@	ESTIMATED HOURS		ESTIMATED COST
D.	Department Manager	$262.50	X	7	=	$1,837.50
E.	Senior Principal Engineer	$385.25	X	37	=	$14,254.25
E.	Principal Engineer	$220.50	X	25	=	$5,512.50
F.	Managing Engineer	$220.50	X	87	=	$19,183.50
G.	Chief Engineer	$202.50	X	78	=	$15,795.00
H.	Senior Project Engineer	$181.50	X	0	=	$0.00
I.	Project Engineer	$161.50	X	220	=	$35,530.00
J.	Engineer	$141.75	X	61	=	$8,646.75
K.	Staff Engineer	$126.50	X	0	=	$0.00
Q.	Program Manager	$196.25	X	16	=	$3,140.00
R.	Senior Project Landscape Architect	$154.25	X	0	=	$0.00
S.	Managing Environmental Scientist	$199.50	X	8	=	$1,596.00
M.	Senior Project Environmental Scientist	$165.25	X	0	=	$0.00
U.	Project Environmental Scientist	$143.25	X	98	=	$14,038.50
W.	Director	$285.50	X	0	=	$0.00
X.	Associate Director	$269.75	X	235	=	$63,391.25
Y.	Principal Consultant 2	$199.50	X	0	=	$0.00
Z.	Principal Consultant 1	$182.50	X	60	=	$10,950.00
AA.	Senior Consultant 2	$151.50	X	0	=	$0.00
BB.	Senior Consultant 1	$141.75	X	13	=	$1,842.75
CC.	Consultant 2	$164.75	X	0	=	$0.00
DD.	Consultant 1	$142.75	X	0	=	$0.00
OO.	Senior Technical Administrator	$129.50	X	0	=	$0.00

TOTAL ESTIMATED DIRECT SALARY COST: $198,196.00

II. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL BY AUTO:							
		1	TRIPS @	52	MILES/TRIP @	$0.655	=	$34.06
		3	TRIPS @	382	MILES/TRIP @	$0.655	=	$750.63
B.	TOLLS:							
				2	WEEKS @	$30.00	=	$60.00
C.	PER DIEM:							
		3	DAYS @	1	PERSONS @	$157.00	=	$471.00
D.	HAZARDOUS MATERIALS DATABASE RESEARCH						=	$100.00
E.	MISCELLANEOUS:						=	$388.31

TOTAL ESTIMATE OF DIRECT EXPENSES: $1,804.00

III. SUBCONTRACTS:

A.	APPRAISALS & REVIEW APPRAISAL	$11,000.00
	TOTAL SUBCONTRACTS:	$11,000.00

IV. TOTALS:

A.	MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL:	**$211,000.00**

Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

EDWARD ARCURI
Commissioner of Aviation

April 11, 2024

FN 20 24-219

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Re: Task Order #18 with C&S Engineers, Inc.
ATCT Renovation – Contract Tower Design Project

WAYS & MEANS

Dear County Executive Picente:

The County has entered into a master agreement for consultant services with C&S Engineers, Inc. to provide professional planning and engineering services, as well to act as the principal consultant to the County at Griffiss International Airport. I now present to you for consideration the 18th Authorization of Services pursuant to the master contract. The services provided will include services for design and bidding of the ATCT Renovation – Contract Tower Project.

The cost associated with this Authorization of Services is $160,200.00. The County has been awarded a grant from to FAA whereby we will receive federal funding for 90% of this cost ($144,180), State funding for 5% of this cost ($8,010), and the County will be responsible for funding 5% of this cost ($8,010). If this Authorization meets with your approval, please forward to the Board of County Legislators for consideration at their next meeting.

Thank you for your continued support.

Sincerely,

Edward A. Arcuri
Commissioner of Aviation

Enclosure

RECEIVED
APR 11 2024

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-10-24

Oneida Co. Department: Aviation

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	X

ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY

Name of Proposing Organization: C&S Engineers, Inc.
499 Col. Eileen Collins Boulevard
Syracuse New York 13212

Title of Activity or Service: Task Order #18 pursuant Master Agreement for Consultant Services

Proposed Dates of Operation: Upon Execution to December 31, 2025

Client Population/Number to be Served: N/A

Summary Statements

1) **Narrative Description of Proposed Services:** The services provided include professional consulting and design services relative to a project to renovate the existing Air Traffic Control Tower.

2) **Program/Service Objectives and Outcomes:**

3) **Program Design and Staffing: N/A**

Total Funding Requested: $160,200.00 **Account #**

Oneida County Dept. Funding Recommendation: $160,200.00

Proposed Funding Sources (Federal $/ State $/County $): Federal - $144,180; State - $8,010; County - $8,010

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

County Master Contract No.	130367
Term of Master Contract:	January 1, 2021 – December 31, 2025
Authorization for Services No.	18
Effective Date of Authorization for Services:	April 1, 2024

AUTHORIZATION FOR SERVICES

This Authorization for Services is made pursuant to Oneida County Contract No. 130367, between Oneida County ("County") and C&S Engineers, Inc. ("Consultant") as follows:

1. **Services**: The services provided will include professional consulting, design and bidding services relative to an Air Traffic Control Tower renovation project as detailed in Schedule A - Scope of Services attached hereto and made a part hereof.

2. **Compensation:** County shall pay Consultant a lump sum not to exceed of $160,200.00 (one hundred sixty thousand two hundred dollars) for the proposed services as set forth in Schedule B, attached hereto and made a part hereof.

3. All Services shall be performed in accordance with the terms and conditions of Oneida County Contract No. 130367 and Exhibit A, which Exhibit is attached hereto.

County

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date

Consultant

John Frazee

Signature

John F. Frazee, P.E.
Chief Engineer

Date April 3, 2024

Approved

Amanda L. Cortese-Kolasz, County Attorney

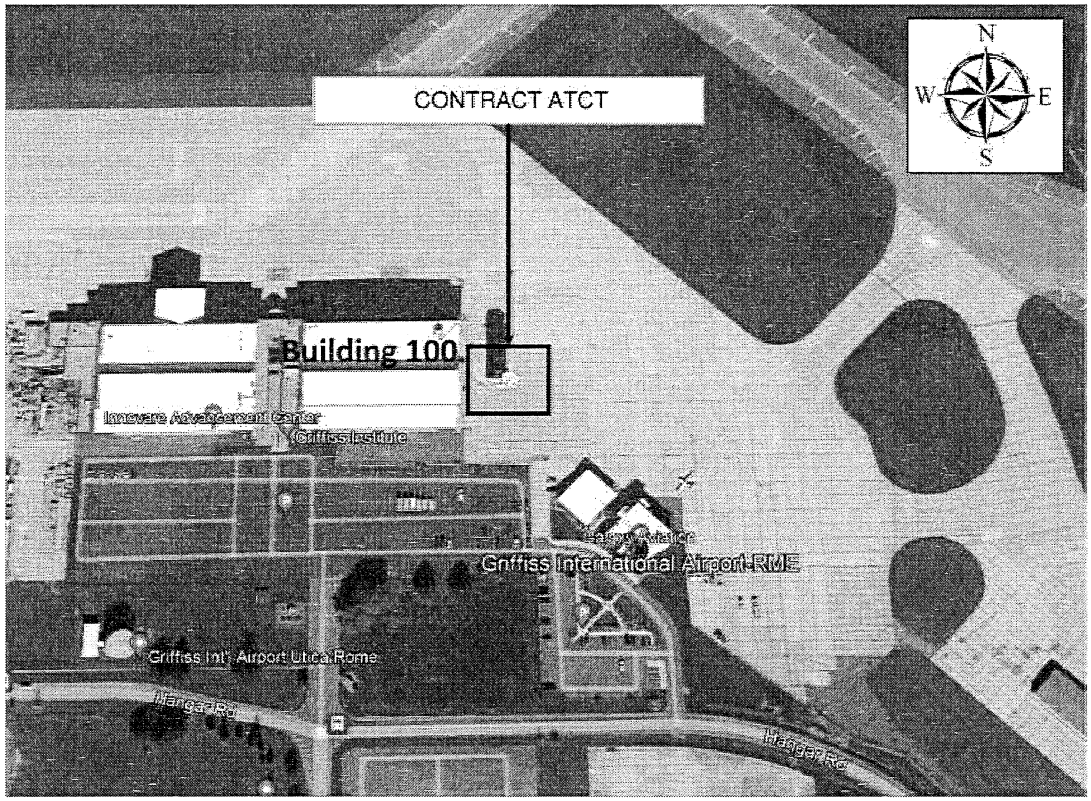
SCHEDULE A

DRAFT SCOPE OF SERVICES

Project Title: **ATCT Renovation – Contract Tower**
Airport Name: **Griffiss International Airport (KRME)**
Sponsor: **Oneida County**
Services Provided: **Design and Bidding**

Project Description:
The CONSULTANT shall provide required services to design the **ATCT Renovation – Contract Tower** project (the "Project"). The Project will be performed and constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).

The project includes renovation of the existing contract Air Traffic Control Tower (ATCT) which is owned and maintained by Oneida County. This project will include replacement of non-functional and aging ATCT communication and recording equipment and tower/cab building components including interior & exterior renovations. Significant improvements are required to the ATCT to meet current FAA requirements, provide functional equipment and suitable working space, and to maintain its operational effectiveness and safety standards.



Proposed Project Site

The existing ATCT was constructed by the USAF in the 1970's when the airport was operated as a military airfield. Improvements are required to replace outdated and out-of-service critical ATCT equipment as well as to replace aging building components. Several pieces of backup equipment are not operational, so a primary equipment outage will impact ATCT operations. The building is aged and the shell is near compromised. The current communication equipment is outdated and no longer meets the modern standards required for efficient air traffic control. Updating and acquiring state-of-the-art communication equipment including radios and data communication systems to enhance the reliability and effectiveness of communication between the air traffic controller and aircraft will help to increase aircraft safely flying in and out of the airport. Improvements will increase the energy efficiency of the tower, including window repairs/replacement, shades to reduce thermal heat transfer, LED lighting, new flooring, bathroom renovation including plumbing fixtures that use less water, breakroom renovation including Wi-Fi, and a white roof to reflect heat to reduce HVAC loads. HVAC control improvements. The metal railing of the cab roof will be repaired as concrete spalling at posts is occurring. Existing door hardware and secured access control for the tower will be improved.

Services to be provided by the CONSULTANT shall include mechanical, electrical, plumbing, communications, and architectural engineering services, as applicable, required to accomplish the following items ("Basic Services"):

Assumptions used in preparation of this proposal are included on the last page.

PROJECT MANAGEMENT PHASE

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FAA AND NYSDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. During the Design Phase, to aid the Sponsor by acting as its liaison and Project coordinator with the funding agencies.
2. The construction budget for the Project is $1,425,000. The Consultant shall evaluate the feasibility of this budget, based upon the Consultant's experience as a design professional, and keep the Sponsor apprised during each phase of the Project of the results of such evaluation. The Consultant shall advise the Sponsor as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed this budget.
3. Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of design team.
4. Provide to the SPONSOR monthly project status reports.
5. Schedule coordination- consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the FAA and NYSDOT review process.
6. The design and bidding schedule is anticipated to be as follows:

	Anticipated Completion Date
Contract Execution and Notice to Proceed (NTP)	April 2024
Schematic Design, 30%	May 2024
Preliminary Design, 50%	June 2024

Draft Final Design, 90%	July 2024
Final Design	August 2024
Public Bidding	September 2024

GRANT ADMINISTRATION PHASE

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project grant coordinator with FAA and NYSDOT during the Project. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Grant project set-up for Oneida County, Federal Aviation Administration and NYSDOT.
2. Preparation of ACIP Packages; coordination of their execution by the sponsor; and submission to the funding agencies.
3. Preparation of Pre-Applications; coordination of their execution by the sponsor; and submission to the funding agencies.
4. Preparation of grant application packages; coordination of their execution by the SPONSOR; and submission to the funding agencies.
5. Prepare quarterly progress reports for submission to the FAA.
6. Prepare Annual Federal Financial Reports for submission to the FAA
7. Preparation of reimbursement request packages; coordination of their execution by the Sponsor; and submission to the funding agencies.
8. Preparation of the FAA and NYSDOT grant closeout package for this project.
9. Preparation of Disadvantage Business Enterprise (DBE) required annual Uniform Report of DBE Accomplishments as required by recipients of FAA Airport Improvement Program funds for FFY 2024 – 2026, including a Shortfall Analysis, as needed, to the Sponsor and FAA for this design project. Preparation of the SPONSOR's DBE plan and DBE goal is not included in this project.
10. Monitoring of DBE participation and DBE monthly payments for life of the project.
11. Preparation of the Sponsor's DBE plan – Updated as regulatory changes occur or personnel, policies and procedures change that would affect the DBE plan.

SCHEMATIC DESIGN PHASE (30%)

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the SPONSOR, FAA and NYSDOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project

areas.

4. Prepare preliminary plans identifying required field investigative programs. Develop a schedule of completion of required field investigations to minimize interference with airport and tenant operations. Coordinate schedule with SPONSOR and supervise programs at the Project site as necessary.
5. Complete appropriate NEPA forms and prepare and submit letters to governmental agencies requesting their review and determination regarding what, if any, impact the Project is expected to have on sensitive environmental areas.
6. Develop schematic designs, including preliminary ATCT equipment upgrades, ATCT interior and exterior cab renovations, and repair alternatives/methods.
7. Develop an outline of general and technical specifications FAA AC 150/5370-10 or other sources as applicable.
8. Prepare preliminary opinion of probable construction costs for each major element of the Project.
9. Develop a draft construction safety phasing plan (CSPP) that endeavors to limit interference by the Project's construction with airport and tenant operations.
10. Perform an internal quality control review on schematic design documents.
11. Submit schematic design to the sponsor, FAA and NYSDOT for their review.
12. Schedule and conduct a schematic design review meeting with the SPONSOR to review the schematic design and potential for Modifications to FAA Standards.

PRELIMINARY DESIGN (50%)

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Preliminary Plans, Specifications, and Engineer's Report.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Conduct site inspection to inventory ATCT equipment requirements/upgrades, ATCT interior and exterior cab renovations, and other Project-related existing physical features and facilities.
2. Finalize ATCT equipment upgrades and interior and exterior ATCT cab renovations and place sufficient information on drawings to layout proposed equipment and renovations in field during construction.
3. Investigate existing electrical system capacities and perform preliminary design of electrical power distribution and control systems.
4. Update draft CSPP based on preliminary design.
5. Prepare preliminary Contract Drawings (approximately 50% complete) providing sufficient detail for review of design concepts by the SPONSOR, FAA and NYSDOT.
6. Develop general specifications using FAA standards from FAA AC 150/5370-10 (latest approved edition).
7. Develop technical specifications expected to be required for the proposed work using FAA standards from FAA AC 150/5370-10.
8. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.

9. Prepare written design letter report documenting items such as design concepts, assumptions, and alternative designs. Identify conflicts with or deviations from FAA standards for design items, and request a waiver from the FAA if necessary.
10. Perform an internal quality control review on all design documents.
11. Submit sufficient copies of preliminary design documents to the SPONSOR, FAA and NYSDOT for their review and comment.
12. Schedule and conduct a preliminary design review meeting to discuss and resolve SPONSOR, FAA and NYSDOT comments.

DRAFT FINAL DESIGN PHASE (90%)

The services to be performed during this Phase consist of furnishing the Sponsor, FAA and NYSDOT with a set of Draft Final Plans, Specifications, Engineer's Letter Report, and Engineer's opinion of probable construction costs.

The specific services to be provided or furnished under this Phase of the Project consist of the following:

1. Incorporate FAA comments, if any, to the construction safety and phasing plans and 7460 submission into the draft final design documents. Submit 7460 and construction safety and phasing plans to the OE/AAA website.
2. Submit sufficient copies of Draft Final (approximately 90%) design documents to the Sponsor, FAA and NYSDOT for their review and comment.
3. Schedule and conduct a Draft Final design review meeting with the Sponsor, FAA and NYSDOT to discuss and resolve final comments.

FINAL DESIGN PHASE

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Letter Report, and opinion of probable construction costs.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize ATCT equipment layouts, electrical power distribution and system designs, and detail installations.
2. Finalize interior and exterior ATCT cab renovations.
3. Prepare final Contract Drawings on 22" x 34" or 11" x 17" Paper. It is anticipated that the final drawings will consist of the following sheets:

Approx. Number of Sheets	Name
1	Title Sheet
1	General Plan
1	Construction Safety Phasing Plan
8	Architectural Plans
2	Structural Plans
8	Mechanical / HVAC Plans

8	Electrical Plans
8	Fire Protection Plans
8	Plumbing Plans
8	Communication

4. Finalize General Specifications.
5. Finalize written Technical Specifications for all construction materials and installations. FAA standard technical specifications shall be used whenever possible, with supplemental specifications developed by the consultant.
6. Finalize CSPP and include in Specifications and on the Contract Drawings.
7. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
8. Finalize design letter report to be consistent with the final design.
9. Revise and resubmit both the construction safety phasing plan and 7460 form electronically to the FAA OE/AAA website if necessary.
10. Perform final internal quality control review on all design documents.
11. Submit draft final documents to the SPONSOR, FAA and NYSDOT for final review and comment.
12. Schedule and conduct draft final review meeting with the SPONSOR, FAA and NYSDOT to discuss and resolve final comments.
13. Reproduce and submit sufficient copies of bid documents to SPONSOR for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

BID PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the SPONSOR during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist the SPONSOR in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Schedule and conduct pre-bid conference(s) by the SPONSOR and advise the SPONSOR on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSOR's approval.
5. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, "Buy American" certificate, subcontractors and suppliers list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement.

Formal contact of the contractor's references shall be made upon SPONSOR's request or if the contractor has no past working relationship with the CONSULTANT, the SPONSOR, FAA or NYSDOT.

6. Prepare final bid tabulation, recommendation/rejection of award to the SPONSOR, and a sample award letter. Request concurrence of award from FAA.
7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates, and DBE plan; review contractor's submission with SPONSOR; coordinate SPONSOR's execution of the contract; and assist in distributing paper or electronic copies of executed contracts to the contractor, FAA and NYSDOT.
8. Coordinate Notice to Proceed (NTP) for construction. Contact FAA and NYSDOT for permission to issue NTP. Prepare a sample NTP letter for the SPONSOR to send to the contractor.

DESIGN ASSUMPTIONS

The conditions and considerations in developing the scope and fee for the project described include:

1. As-built drawings and/or CAD files are available and will be provided prior to field visit. C&S has updated as-built drawings in inventory.
2. Existing electrical service can support the new work within this proposal without the addition of new electrical service.
3. Access to the site for inspection/survey will be performed during day time hours and will be coordinated by the SPONSOR. SPONSOR will coordinate the necessary escort for the CONSULTANT and subcontractors to access the restricted areas located within "movement" areas of the airport. No-fee access to the site is provided.
4. Security badging and training is necessary for staff accessing the site. If needed we will be escorted to the investigation location.
5. The scope of services assumes that FAA will perform Safety Risk Management (SRM) review based on the draft CSPP, and that a Safety Risk Management Panel (SRMP) and safety risk mitigation will not be necessary. If SRMP is determined by FAA to be necessary, the cost of these services is not included in the CONSULTANT's original Scope of Services and shall therefore be an Additional Service.
6. Cost evaluations will be based on bid prices from recent project at the airport and other similar regional airports.
7. Uploading the as-built data on the AGIS website will not be required for the design phase.
8. A hazardous material asbestos/lead abatement plan/report exists for the building, however, is outdated and will be updated. Hazardous materials consulting shall be included.
9. Preparation of one (1) bid package for public bidding.
10. Government agency fees for processing and permits are to be provided by SPONSOR.
11. Prevailing wage rules apply to field work.

DESIGN EXCLUSIONS

The scope and fee for the project described above excludes the following items which can be provided for an additional fee, if requested:

1. Boundary or/and topographic survey.
2. Subsurface observations, geotechnical investigations and report.
3. Environmental review, NEPA and state, including the collection and review of available documents such as published wetland maps, soil conservation survey maps, and previous master plan and environmental archaeological studies, to identify potential impacts the Project may have on the environment.
4. Investigations and/or soil sampling for contaminants, hazardous material testing, and remediation design.
5. CEQA, NEPA or any other environmental compliance reports, studies, and environmental reviews, state or federal.
6. Modifications to FAA Standards, specifications, or other FAA Advisory Circulars.
7. Underground utility locating (soft digs, potholing, etc.)
8. Underground utility inspections using a video camera.
9. Stormwater Pollution Prevention Plan (SWPPP)
10. Lighting and photometric design.
11. Underground utility design including natural gas, sanitary sewer, and water.
12. Fire hydrant testing.
13. Construction support services including construction administration, materials testing, quality assurance services, and record drawings including mylar reproduction.
14. Electric, water, sewer, and gas upgrades at main utility entry points is not included in this scope of work.
15. Chiller Plant capacity evaluation is not included in this scope of work.
16. LEED certification or other third-party verification will not be pursued.
17. Net zero is not guaranteed but efforts will be made to contribute to these goals.

END OF SCHEDULE A

C&S COMPANIES®

ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" DESIGN PHASE

PROJECT NAME: ATCT RENOVATION - CONTRACT TOWER
PROJ DESCRIPTION

CLIENT: ONEIDA COUNTY, NEW YORK
CLIENT MANAGER: ED ARCURI / NANCY EARHART

DATE: 26-Jan-24
A/E: C & S ENGINEERS, INC.
PROJECT NO: 146.XXX.001
C&S CONTACT: CHRIS BRUBACH

I. ESTIMATE OF DIRECT SALARY COSTS:

	TITLE	BILLING RATE ($/HR)	@	ESTIMATED HOURS		ESTIMATED COST
A.	Senior Vice President	$485.00	X	0	=	$0.00
B.	Vice President	$410.00	X	0	=	$0.00
C.	Service Group Manager	$338.25	X	8	=	$2,706.00
D.	Department Manager	$275.50	X	50	=	$13,775.00
E.	Senior Principal Engineer	$270.00	X	44	=	$11,880.00
E.	Principal Engineer	$231.50	X	0	=	$0.00
F.	Managing Engineer	$231.50	X	100	=	$23,150.00
G.	Chief Engineer	$212.50	X	90	=	$19,125.00
H.	Senior Project Engineer	$190.50	X	20	=	$3,810.00
I.	Project Engineer	$169.50	X	200	=	$33,900.00
J.	Engineer	$148.75	X	0	=	$0.00
K.	Staff Engineer	$132.75	X	0	=	$0.00
L.	Principal Architect	$233.00	X	0	=	$0.00
M.	Managing Architect	$212.75	X	0	=	$0.00
N.	Senior Project Architect	$191.75	X	0	=	$0.00
O.	Project Architect	$156.00	X	40	=	$6,240.00
P.	Architect	$139.75	X	50	=	$6,987.50
Q.	Program Manager	$206.00	X	0	=	$0.00
R.	Senior Project Landscape Architect	$162.00	X	0	=	$0.00
S.	Managing Environmental Scientist	$209.50	X	0	=	$0.00
T.	Senior Project Environmental Scientist	$173.50	X	0	=	$0.00
U.	Project Environmental Scientist	$150.25	X	0	=	$0.00
V.	Environmental Scientist	$138.75	X	0	=	$0.00
W.	Geologist	$124.25	X	0	=	$0.00
X.	Senior Project Designer	$159.50	X	16	=	$2,552.00
Y.	Project Designer	$139.50	X	0	=	$0.00
Z.	Senior Designer	$130.50	X	0	=	$0.00
AA.	Designer	$120.00	X	0	=	$0.00
AB.	Designer Technician	$83.25	X	0	=	$0.00
AC.	Designer Technician (OT Rate)	$123.25	X	0	=	$0.00
AD.	Senior Program Coordinator	$138.75	X	40	=	$5,550.00
AE.	Program Coordinator	$126.00	X	40	=	$5,040.00
AF.	Grants Administrator	$122.50	X	0	=	$0.00
AG.	Assistant Grants Administrator	$102.90	X	80	=	$8,232.00
AH.	Managing Director	$325.25	X	0	=	$0.00
AI.	Director	$299.75	X	0	=	$0.00
AJ.	Associate Director	$283.25	X	0	=	$0.00
AK.	Principal Consultant 2	$209.50	X	0	=	$0.00
AL.	Principal Consultant 1	$191.50	X	0	=	$0.00
AM.	Senior Consultant 2	$159.00	X	0	=	$0.00
AN.	Senior Consultant 1	$148.75	X	0	=	$0.00
AO.	Consultant 2	$173.00	X	0	=	$0.00
AP.	Consultant 1	$149.75	X	0	=	$0.00
AQ.	Construction Principal Engineer	$281.25	X	0	=	$0.00
AR.	Senior Construction Supervisor	$275.50	X	0	=	$0.00
AS.	Construction Supervisor	$222.50	X	0	=	$0.00
AT.	Resident Project Representative IV	$196.00	X	0	=	$0.00
AU.	Resident Project Representative III	$176.25	X	0	=	$0.00
AV.	Resident Project Representative III (OT Rate)	$206.00	X	0	=	$0.00
AW.	Resident Project Representative II	$158.00	X	0	=	$0.00
AX.	Resident Project Representative II (OT Rate)	$180.50	X	0	=	$0.00

AY.	Resident Project Representative I	$141.00	X	0	=	$0.00
AZ.	Resident Project Representative I (OT Rate)	$162.00	X	0	=	$0.00
BA.	Technical Administrator	$127.25	X	0	=	$0.00
BB.	Senior Technical Administrator	$136.00	X	0	=	$0.00
BC.	Director of BIM Services	$197.00	X	0	=	$0.00
BD.	Aviation BIM Manager	$145.25	X	0	=	$0.00
BE.	Aviation CAD Leader	$134.75	X	0	=	$0.00
BF.	GIS Analyst	$124.25	X	0	=	$0.00
BG.	Office Coordinator	$92.40	X	40	=	$3,696.00
BH.	Intern	$71.65		0		$0.00

TOTAL ESTIMATED DIRECT SALARY COST: $146,643.50

II. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	10	TRIPS @	100	MILES/TRIP @	$0.670	=	$670.00
B.	MISCELLANEOUS:						=	$404.50

TOTAL ESTIMATE OF DIRECT EXPENSES: **$1,074.50**

III. SUBCONTRACTS:

A.	ESTIMATE OF HAZMAT INSPECTING & TESTING (DBE - LU ENGINEERS)	**DBE GOAL%**	**7.7%**	**$7,482.00**
B.	QA/QC & COST ESTIMATING (DBE)			**$5,000.00**
		DBE ACTUAL%	**7.8%**	

IV. TOTALS:

A. MAXIMUM TOTAL COST FOR SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: $160,200.00

January 15, 2024

David J. Chambers
C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

RE: Pre-Renovation Regulated Building Material Survey
Oneida County Griffiss International Airport – Building #504
Rome, New York

Dear Mr. Chambers:

Lu Engineers is pleased to provide this proposal to conduct a pre-renovation survey of the FAA Air Traffic Control Tower (Building #504) located at the Oneida County Griffiss International Airport, in Rome, New York. It is our understanding that the building is part of a planned renovation project. Lu Engineers proposes to provide professional engineering services for the following Scope of Work:

Pre-Renovation Regulated Building Material Survey

1. Conduct pre-renovation regulated building material survey, including bulk sampling of the interior and exterior areas of the air traffic control tower located at the Oneida County Griffiss International Airport property in Rome, New York.
2. Submit suspect homogeneous asbestos materials to the laboratory for analysis. Sample analysis shall be performed by a laboratory approved by both the New York State Department of Health (NYSDOH) and a federal accreditation through NVLAP. For estimating purposes, it is assumed that fifty-six (56) asbestos bulk samples will be collected. The analysis shall proceed as follows:
    a. Initially, testing of all samples using the Polarized Light Microscopy (PLM) method of gravimetric reduction, acid digestion, and point counting analysis for the presence of asbestos mineral fibers shall be conducted.
    b. Per ELAP requirements, a second test of each non-friable, organically bound material (NOB) sample that is PLM-negative will be analyzed using Transmission Electron Microscopy (TEM).
        i. For estimating purposes, it is assumed that thirty-two (32) NOB samples will require TEM testing as part of the ELAP NOB analysis.
3. Conduct lead-based paint sampling in accordance with Chapter 7 of the U.S. Department of Housing and Urban Development's (HUD) Guidelines for the Evaluation and Controls of Lead Based Paint Hazards in Housing. Lu Engineers will collect bulk paint samples on the interior and exterior painted surface of the building. It is assumed that a total of five (5) paint samples will be collected and analyzed.
4. Conduct hexavalent chrome sampling in accordance with NIOSH method 7600. Lu Engineers will collect samples on the interior and exterior painted surface of the building. It is assumed that a total of five (5) samples will be collected and analyzed.

5. Conduct a survey for PCB containing caulks and adhesives. It is assumed that a total of five (5) suspect caulk/adhesive samples will be collected and analyzed. Coring and sampling of the adjoining substrate will not be conducted at the time of the survey.
6. Development and submission of a Pre-renovation Survey Report for the subject structure summarizing the findings of the site investigation. The Report will meet the requirements of an "Asbestos Survey", as defined in NYS Code Rule 56-5 and "an inspection", as defined in 40 CFR Part 61.145, and 40 CFR Part 763, Subpart E. The reports are required to be on-site throughout the duration of the asbestos project and any associated renovation, renovation, remodeling, or repair project.

Survey Assumptions

1. Lu Engineers assumes that the Owner or Owner's representative will arrange for property and structure access on the scheduled day of inspection.
2. Bulk sample locations will not be repaired due to the planned renovation of the structure.
3. Lu Engineers proposal does not include the sampling of roofing materials.
4. Lu Engineers bulk sample count does not include sampling costs for vermiculite (Method 198.8). This can be provided at an additional cost, if encountered.

Costs

Our estimated not to exceed fee for the project is based on hourly rates and expenses. The breakdown of hours and expenses can be found as Attachment A. Based on our scope of services, we have proposed the following not to exceed fee for the project:

Regulated Building Material Survey	**$ 7,481.60**

Acceptance

Please acknowledge your acceptance of this proposal by signing this original and returning a signed copy to our office. This agreement, when signed by both parties, will be considered a written contract. If you should have any questions, please contact me at 585-434-2498.

Sincerely,

Mitchell C. Smith, CHST
Asbestos Group Leader

Enclosure(s): 1 copy Attachment A

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Accepted for:	_____	by:
Signature:	_____	
Name/Title:	_____	
Date:	_____	

Signature:	Lu Engineers ENVIRONMENTAL • TRANSPORTATION • CIVIL
Name/Title:	Mitchell C. Smith, CHST, Group Leader
Date:	January 15, 2024

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ATTACHMENT A

Service:	Pre-Renovation RBM Survey
Project:	Griffiss International Airport - Building #504
Location:	Oneida County
	Rome, New York
Client:	C&S Companies

TASK DESCRIPTION	Projected Hours				TOTAL
	Project Manager	Sr. Env. Specialist	Env. Specialist	Env. Technician	
Review Exisiting Docs/Survey Prep.	2	1	0	1	4
Conduct RBM Survey	1	10	0	10	21
Develop RBM Survey Report	1	3	12	8	24
Total Hours:	4	14	12	19	49
Hourly Labor Rate:	$150.00	$95.00	$80.00	$70.00	
Direct Labor Cost:	$600.00	$1,330.00	$960.00	$1,330.00	$ 4,220.00
TOTAL LABOR COST :					**$ 4,220.00**

Expenses	Unit	Unit Cost	No Units	Cost
Polarized Light Microscopy (PLM)	EA	$ 7.50	24	$ 180.00
Non-Friable Organically Bound (NOB)	EA	$ 18.00	32	$ 576.00
Transmission Electron Microscopy (TEM)	EA	$ 31.50	32	$ 1,008.00
Lead Paint Chip Sample	EA*	$ 40.00	5	$ 200.00
Hexavalent Chrome	EA*	$ 195.00	3	$ 585.00
PCB Bulk Sample	EA	$ 100.00	5	$ 500.00
Sample Supplies	EA	$ 25.00	1	$ 25.00
Project Mileage	EA	$ 0.67	280	$ 187.60
Project Tolls	EA	$ 15.00	1	$ 15.00
TOTAL EXPENSES:				**$ 3,261.60**

* 72-hour turn around. All others are standard 5-day turn around

Summary

Labor:	$ 4,220.00
Expenses:	$ 3,261.60
Total Fee Proposed Not to Exceed:	**$ 7,481.60**

Lu Engineers
ENVIRONMENTAL • TRANSPORTATION • CIVIL

Professional Service Terms and Conditions

Lu Engineers
ENVIRONMENTAL • TRANSPORTATION • CIVIL

The Design Professional shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site

Unless otherwise stated, the Design Professional will have access to the site for activities necessary for the performance of the services. The Design Professional will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. In addition, if payment is not received within 60 days, the Design professional has the right to stop work, and the client shall indemnify and hold harmless the Design Professional against all damages resulting from such stoppage. The Client agrees to pay all costs of collection attributed to late payment, including reasonable attorneys' fees. Retainers shall be credited on the final invoice.

Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnification

The Design Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, from any and all causes, to the total amount of $50,000, the amount of the Design Professional's fee (whichever is greater) or other amount agreed upon when added under Special Conditions.

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Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Design Professional under this agreement shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Client agrees to indemnify and hold harmless Design Professional from any claims that arise due to the reuse, misuse or alterations of the work documents.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Design Professional.

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Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

EDWARD ARCURI
Commissioner of Aviation

January 29, 2024

Mr. Usman Noor
Federal Aviation Administration Eastern Region
NY Airports District Office, AEA, NYC-ADO, Room 111
1 Aviation Plaza
Jamaica, NY 11434-4809

Re: Griffiss International Airport
ATCT Renovation – Contract Tower
FAA AIP No. 3-36-0119-____-24
Design Fee Analysis

Dear Mr. Noor:

Please be advised that McFarland Johnson has completed an Independent Fee Analysis for the Design Agreement for the above referenced project. Their analysis, as shown on the attached sheets, is $248,859.12 with an acceptable range of $233,973.20 to $273,745.03 (±10%). Therefore, we have determined that the original Design Agreement prepared by C&S Engineers, Inc. in the amount of $160,200.00 is reasonable. We respectfully request your concurrence with our determination.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

ONEIDA COUNTY
DEPARTMENT OF AVIATION

Edward Arcuri
Airport Commissioner

cc: John Frazee, C&S Engineers, Inc.

McFarland Johnson

Nancy Ann Earhart, Deputy Commissioner of Aviation
Griffiss International Airport
660 Hangar Road
Rome, NY 13441

January 23, 2024

Re: Griffiss International Airport
ATCT Renovations

Dear Ms. Earhart,

We have prepared the Independent Fee Estimate (IFE) for the referenced project. We estimate the total effort for professional services to be the following:

Project	Esitmated Fee	Reasonable Consultant Fee Range (+/- 10%)			Estimated Hours
ATCT Renovations	**$248,859.12**	**$223,973.20**	**to**	**$273,745.03**	**1372**

Industry standards for Architectural and Engineering services would typically be equivalent of 10% of the construction cost of a building rehabilitation project. Non basic tasks to account for specific FAA requirements such as grant adminstration , and construction safety and phasing plans along with meeting the FAA Facility Group standards along with travel costs can increase the design costs to approach 18% for relatively small building projects. The combined architectural and engineering services for the project likely fall between 15% and 19% of the estimated $1,425,000 construction cost. A completed copy of the Independent Fee Estimate and back-up including a work plan and a complete cost breakdown are enclosed for your review. An invoice for $2,000 will follow shortly. If you have any questions or comments, please call me at (585) 905-0970.

Very truly yours,

Gregory T. Topping

Gregory T. Topping, P.E.
Regional Design Manager

McFARLAND JOHNSON INC.
ARCHITECTURAL/ENGINEERING
WORK SUMMARY

1/23/24
GTT
GTT

PROJECT: ATCT Renovations
SERVICES: DESIGN, CA
CLIENT: Onieda County
CLIENT MGR: Nancy Ann Earhart, Deputy Commissioner of Aviation

CONT NO.	PHASE NO.	TASK	SEN PROJ MAN	SEN PROJ ENG	PROJ ENG/ SCI	STAFF ENG	SEN DES	DES	SEN PROJ PLAN	GRANT ADMIN	DIRECT LABOR COSTS	EXPENSES	SERVICES BY OTHERS	LOADED COSTS TOTALS	TOTAL HOURS PER TASK
	2	FUNDING AGENCY COORDINGATION	8								$653.28			$2,066.00	8
	3	FEASIBILITY/ELIGIBILITY ANALYSIS		8							$515.52			$1,630.33	8
	3.01	PROJECT MANAGEMENT ADMINISTRATION	80								$6,532.80			$20,659.98	80
	6	GRANT PREPARATION								20	$800.00			$2,530.00	20
	8	QUARTERLY PROGRESS REPORTS								6	$240.00			$759.00	6
	9	REIMBURSEMENT REQUESTS								16	$640.00			$2,024.00	16
	10	ANNUAL REPORTS AND DBE REQUIREMENTS								40	$1,600.00			$5,060.00	40
	21.05	SCHEMATIC DESIGN MEETINGS	8		8						$1,104.40			$3,492.67	16
	21.06	DATA COLLECTION		16	16						$1,933.28			$6,114.00	32
	21.11	SITE VISITS & SITE INSPECTION		16	16	16					$2,550.72			$8,066.65	48
	21.14	CONST PHASING & OPERATIONS CONCEPTS		8	16						$1,417.76			$4,483.67	24
	21.16	ENVIRONMENTAL							8		$515.52			$1,630.33	8
	21.19	GENERAL & TECH SPECIFICATION OUTLINE		12							$773.28			$2,445.50	12
	21.23	SCHEMATIC COST ESTIMATE	4	8	16						$1,744.40			$5,516.67	28
	31.01	FINALIZE DESIGN	8	24	40						$4,455.44			$14,090.33	72
	31.02	PRELIMINARY DESIGN - CONTRACT DRAWINGS		24	16	16	32	60			$7,250.04			$22,928.25	148
	31.12	PRELIMINARY DESIGN REPORT			24	16	12				$2,653.00			$8,390.11	52
	31.14	CONST PHASING & SAFETY PLAN		16	16						$1,933.28			$6,114.00	32
	31.19	TECHNICAL SPECIFICATIONS		40	40						$4,833.20			$15,285.00	80
	31.2	QUALITY ASSURANCE/QUALITY CONTROL	4	8							$842.16			$2,663.33	12
	31.23	PRELIMINARY COST ESTIMATE		8	16						$1,417.76			$4,483.67	24
	31.24	PRELIMINARY REVIEW MEETINGS		8	8						$966.64			$3,057.00	16
	304	FINAL DESIGN		16	24						$2,384.40			$7,540.67	40
	310	FINALIZE CONSTRUCTION DRAWINGS (52)		60	80		40	120			$15,380.80			$48,641.78	300
	312	QUANTITIES & ESTIMATES		8	20						$1,643.32			$5,197.00	28
	314	FINALIZE GENERAL AND TECHNICAL SPECIFICATIONS		16	16						$1,933.28			$6,114.00	32
	316	CONST PHASING & PHASING PLAN	2	8	8						$1,129.96			$3,573.50	18
	317	DESIGN REPORT PREPARATION		8	8						$966.64			$3,057.00	16
	312	QUANTITIES & ESTIMATES		16	16						$1,933.28			$6,114.00	32
	371	QUALITY ASSURANCE/QUALITY CONTROL		20			8				$1,743.60			$5,514.14	28
	380	BIDDING & AWARD SERVICES	8	40	24		24				$5,948.64			$18,812.57	96
	600	DIRECT EXPENSES (ALL)										$804.00		$804.00	
			122	388	428	48	116	180	8	82	$78,436.40	$804.00		$248,859.12	1372

McFarland Johnson

ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" DESIGN PHASE

PROJECT NAME: ATCT Renovations
PROJ DESCRIPTION Independent Fee Estimate

DATE: 23-Jan-24
A/E: McFarland Johnson
PROJECT NO: 19230.01
MJ CONTACT: GTT

CLIENT: Oneida County
CLIENT MANAGER: Nancy Ann Earhart, Deputy Commissioner of Aviation

I. ESTIMATE OF DIRECT SALARY COSTS:

	TITLE	MAXIMUM RATE OF PAY ($/HR)	AVERAGE RATE OF PAY ($/HR)	@	ESTIMATED HOURS		ESTIMATED COST
A.	DIVISION DIRECTOR/DEPARTMENT MANAGEF	$100.08	$90.98	X	0	=	$0.00
B.	MANAGING ENGINEER	$94.60	$86.00	X	0	=	$0.00
C.	SENIOR PROJECT MANAGER	$89.83	$81.66	X	122	=	$9,962.52
D.	PROJECT MANAGER	$70.88	$64.44	X	0	=	$0.00
E.	SENIOR PROJECT ENGINEER	$70.88	$64.44	X	388	=	$25,002.72
F.	PROJECT ENGINEER / ENV SCIENTIST	$66.54	$56.39	X	428	=	$24,134.92
G.	STAFF ENGINEER	$42.45	$38.59	X	48	=	$1,852.32
H.	ENGINEER I/II	$35.62	$32.38	X	0	=	$0.00
I.	SENIOR DESIGNER	$62.54	$56.85	X	116	=	$6,594.60
J.	DESIGNER	$43.35	$39.41	X	180	=	$7,093.80
K.	SENIOR PROJECT PLANNER	$70.88	$64.44	X	8	=	$515.52
L.	PROJECT PLANNER	$58.49	$53.17	X	0	=	$0.00
M.	SENIOR/MANAGING ARCHITECT	$94.60	$86.00	X	0	=	$0.00
N.	PROJECT ARCHITECT	$62.03	$56.39	X	0	=	$0.00
O.	INTERN ARCHITECT	$35.62	$32.38	X	0	=	$0.00
P.	ADMINISTRATIVE ASSISTANT	$30.80	$28.00	X	0	=	$0.00
Q.	GRANTS ADMINISTRATOR	$44.00	$40.00	X	82	=	$3,280.00
R.	CONSTRUCTION SUPERVISOR	$89.83	$81.66	X	0	=	$0.00
S.	RESIDENT ENGINEER	$59.74	$54.31	X	0	=	$0.00
T.	SENIOR INSPECTOR	$51.13	$46.48	X	0	=	$0.00
U.	INSPECTOR	$44.04	$40.04	X	0	=	$0.00
V.	OFFICE ENGINEER	$30.80	$28.00	X	0	=	$0.00
W.	SURVEY MANAGER	$46.20	$42.00	X	0	=	$0.00
X.	SURVEY PARTY CHIEF	$35.20	$32.00	X	0	=	$0.00
Y.	SURVEYOR (FIELD)	$26.40	$24.00	X	0	=	$0.00
Z.	SURVEYOR (OFFICE)	$30.80	$28.00	X	0	=	$0.00
			Total Hours		1372		
			TOTAL ESTIMATED DIRECT SALARY COST:				$78,436.40

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE OF DIRECT SALARY COST): 175.00% $137,263.70

III. SUBTOTAL OF ITEMS I & II: TOTAL LABOR AND OVERHEAD $215,700.10

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	10	TRIPS @	120	MILES/TRIP @	0.67 =	$804.00
B.	TRAVEL, BY AIR:	0	TRIPS @	0	PERSONS @	212 =	0
C.	PER DIEM:	0	DAYS @	0	PERSONS @	220 =	0

D.	MISCELLANEOUS:			=	$0.00
			TOTAL ESTIMATE OF DIRECT EXPENSES:		$804.00

V. FIXED FEE (PROFIT):

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	$32,355.02
B.	DIRECT EXPENSES:	0%	(OF IV.)	$0.00
C.	SERVICES BY OTHERS (SBO's)	0%		$0.00
		TOTAL FIXED FEE:		$32,355.02

VI. SUBCONTRACTS:

A. ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:

1	MOBILZATION/DEMOBILIZATION:	0	LUMP SUM	$1,000.00	=	$0.00
2	ASPHALT Technican	0	EACH @	$500.00	=	$0.00
3	SOIL/CONCRETE TECH	0	ea. @	$500.00	=	$0.00
4	OBSERVATION WELL:	0	L.F. @	$15.00	=	$0.00
5	TEST PITS:	0	EACH @	$450.00	=	$0.00
6	FIELD CBR:	0	EACH @	$450.00	=	$0.00
7	FIELD DENSITY TESTS:	0	EACH @	$35.00	=	$0.00
8	MECHANICAL ANALYSIS:	0	EACH @	$80.00	=	$0.00
9	LABORATORY PROCTORS:	0	EACH @	$145.00	=	$0.00
10	SOAKED LAB CBR (ASTM D1883, PAR 8.1.1):	0	EACH @	$290.00	=	$0.00
11	SOAKED LAB CBR (ASTM D1883, PAR 8.1.2):	0	EACH @	$390.00	=	$0.00
12	SOAKED LAB CBR (ASTM D1883, PAR 8.2):	0	EACH @	$490.00	=	$0.00
13	ATTERBERG LIMITS:	0	EACH @	$90.00	=	$0.00
14	NATURAL MOISTURE CONTENT:	0	EACH @	$12.00	=	$0.00
15	HYDROMETER ANALYSIS:	0	EACH @	$60.00	=	$0.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS: $0.00

B. OTHER SBO'S, MBE,DBE

TOTAL SERVICES BY OTHERS COST $0.00

VII. TOTALS:

A. MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE: $248,859.12

EXHIBIT "A"
TERMS & CONDITIONS (Design and Construction Phases)

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

1.01 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in Section 2.01.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% 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. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project 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.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

C. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review.

D. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Furnish to Engineer, as required for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01) the following:

1. Data prepared by or services of others including, without limitation, borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials, and equipment;

2. Appropriate professional interpretations of all of the foregoing;

3. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

4. Property, boundary, easement, right-of-way, topographic and utility surveys;

5. Property descriptions;

6. Zoning, deed and other land use restrictions; and

7. Other special data or consultations not covered in Section 3.01; all of which Engineer may use and rely upon in performing services under this Agreement.

F. Arrange for access to and make all provisions for Engineer and any necessary equipment to enter upon public and private property as required for Engineer to objectively and independently perform services under this Agreement.

G. Provide engineering surveys to establish reference points for construction (except to the extent provided in Section 1.01.)

H. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of Engineer.

I. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

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J. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

K. If Owner designates a person to represent Owner at the site who is not Engineer or Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of Engineer will be set forth in an exhibit that is to be identified, attached to, and made a part of this Agreement before such services begin.

L. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

M. Furnish to Engineer data or estimated figures as to Owner's anticipated costs for services to be provided by others for Owner (such as services pursuant to paragraphs I through L inclusive) so that Engineer may make the necessary findings to support opinions of probable Total Project Costs.

N. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings; and substantial completion inspections and final payment inspections.

O. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any constituent of concern or any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.

P. Require Contractor(s) to name Engineer as an additional insured on all Contractor's Liability Insurance Policies.

Q. Provide services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner prior to their incorporation into the Work with appropriate professional interpretations thereof.

R. Place and pay for advertisement for Bids in appropriate publications.

S. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

T. Furnish, or direct Engineer to provide, Additional Services as stipulated in Section 3.01.

U. Except as provided in paragraph T, bear all costs incident to compliance with the requirements of this Section 4.01.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete 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.

6.01 Controlling Law

This Agreement is to be governed by the law of the state of the state in which the project is located without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Owner and Engineer arising out of this Agreement or the performance of the services within New York State shall be brought in a court of competent jurisdiction in Onondaga County, New York.

7.01 Successors, Assigns, and Beneficiaries

A. 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 by paragraph 7.01.B 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.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys

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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.

8.01 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 contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of 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. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

F. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

G. **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 (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.**

H. 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). 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.

I. Owner acknowledges that:

(i) Engineer is not recommending any action to Owner or other obligated person hereunder that would cause Consultant to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

(ii) Engineer does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to Owner or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

(iii) Owner or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that Owner or other obligated person deems appropriate before acting on this information or material.

9.01 Period of Service

A. The specific schedule of services is more specifically described in the letter part of this Agreement or an exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement.

B. The provisions of this Section 9.01 and the various rates of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. If execution of this Agreement and authorization to proceed with the Bidding or Negotiating Phase is delayed beyond the date and time frame established in the letter part of the agreement, or if

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Engineer's services are delayed or suspended for more than three (3) months by Owner or for reasons beyond Engineer's control, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

C. If Owner has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably.

D. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

10.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

11.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under paragraph 11.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 11.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

C. This Section 11.01 shall survive any termination or cancellation of this Agreement.

12.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.01 Notice

Any notice required by the terms of this Agreement to be given by one party to another shall be in writing, and shall be deemed to have been duly given (a) on the date of service, if served personally on the party to whom notice is to be given, or (b) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class certified mail, postage prepaid, return receipt requested, at the addresses and to the persons set forth in the letter part of this Agreement. Either party hereto may change its address for notice purposes by giving notice to the other party as prescribed by this paragraph 13.01. For purposes of this notice provision, failure or refusal to accept receipt of notice shall constitute notice nonetheless.

Portions of this document have been taken from EJCDC E-520 Short Form Agreement Between Owner and Engineer for Professional Services
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Griffiss International Airport

660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR
County Executive

EDWARD ARCURI
Commissioner of Aviation

April 15, 2024

FN 20 24-228

AIRPORT

WAYS & MEANS

Anthony J. Picente, Jr
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Re: FAA BIL/AIG Grant Offer No. 3-36-0119-064-2024
Air Traffic Control Tower Design Phase

Dear County Executive Picente,

Please consider acceptance of a grant offer from the Federal Aviation Administration relative to the Bipartisan Infrastructure Law/Airport Infrastructure Grant Program. This grant will support the design phase of the rehabilitation of Griffiss's forty-year-old Air Traffic Control Tower. The amount of the grant monies to be received from the FAA is $146.821.00 and will require matching funds from the State and County in the amount of $8,157.00 each. This grant offer was received from the Federal Aviation Administration on April 12, 2024 and must be executed by May 10, 2024, therefore, time is of the essence.

If you find the enclosed acceptable, I respectfully request that you forward the same to the Board of Legislators for consideration at their May 8, 2024 meeting, and that you execute the grant agreement as soon as legislative approval is received.

Thank you for your assistance in this matter.

Sincerely,

Edward A. Arcuri
Commissioner of Aviation

EAA/rae

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-15-24

Oneida Co. Department: Aviation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other ___x_____

ONEIDA COUNTY BOARD OF LEGISLATORS - SUMMARY

Name of Proposing Organization: Federal Aviation Administration
New York District Office
1 Aviation Plaza, Room 111
Jamaica, NY 11434

Title of Activity or Service: Bipartisan Infrastructure Law/Airport Infrastructure Grant Program Grant

Proposed Dates of Operation: Upon execution to May 9, 2028

Client Population/Number to be Served: N/A

Summary Statements

1) **Narrative Description of Proposed Services:** Design phase of the rehabilitation of the Air Traffic Control Tower

2) **Program/Service Objectives and Outcomes: N/A**

3) **Program Design and Staffing: N/A**

Total Funding Requested: $163, 135.00 **Account #**

Oneida County Dept. Funding Recommendation: $163,135.00

Proposed Funding Sources (Federal $/ State $/County $):

Federal: $146,821.00 **State:** $ 8,157.00 **County:** $8,157.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Grant documents received on April 12, 2024 and must be executed by May 10, 2024.

U.S. Department
of Transportation
Federal Aviation Administration

New York Airports District Office
1 Aviation Plaza, Suite 111
Jamaica, NY 11434
Telephone: 718-995-5770
Fax: 718-995-5790

April 12, 2024

Mr. Anthony J. Picente, Jr., County Executive
County of Oneida
660 Hangar Road
Suite 223
Rome, New York 13441-4734

Dear Mr. Anthony J. Picente, Jr.:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-36-0119-064-2024 at Griffiss International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **May 10, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Usman Noor, (718) 995-5760, usman.noor@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Evelyn Martinez
Manager, New York Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	April 12, 2024
Airport/Planning Area	Griffiss International Airport
Airport Infrastructure Grant Number	3-36-0119-064-2024
Unique Entity Identifier	ZPE7BYWV84S3

TO: County of Oneida
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 27, 2024, for a grant of Federal funds for a project at or associated with the Griffiss International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Griffiss International Airport (herein called the "Project") consisting of the following:

Rehabilitate existing 40 year old federal contract Air Traffic Control Tower (ATCT), including architectural, electrical, security, and plumbing renovations and replacement of the roof, cab shades, and communication and recording equipment. - Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and

(c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $146,821.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $146,821 airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 10, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

    a. *Posting of contact information.*

        1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

    b. *Provisions applicable to a recipient that is a private entity.*

        1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

            i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

            ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

            iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

        2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

            i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or

            ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

                a) Associated with performance under this Grant; or

                b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    i. Associated with performance under this Grant; or
    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
    i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 01, 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

28. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone wi'' be cleared or discontinued by the Sponsor unless approved by the FAA.

29. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

30. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

    a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

    b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

    c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.

31. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Evelyn Martinez

(Signature)

Evelyn Martinez

(Typed Name)

Manager, New York Airports District (

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

County of Oneida
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New York. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Oneida**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of February 27, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 02-07-2024

4. Applicant Identifier: RME

5a. Federal Entity Identifier: 3-36-0119- -2024

5b. Federal Award Identifier: 3-36-0119- -2024

State Use Only:

6. Date Received by State:

7. State Application Identifier: 2905.

8. APPLICANT INFORMATION:

* a. Legal Name: County of Oneida

* b. Employer/Taxpayer Identification Number (EIN/TIN): 15-6000460

* c. UEI: ZPE7BYWV84S3

d. Address:

* Street1: 660 Hangar Road
Street2: Suite 223
* City: Rome
County/Parish: Oneida
* State: NY: New York
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 13441-4734

e. Organizational Unit:

Department Name: Department of Aviation

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Edward
Middle Name:
* Last Name: Arcuri
Suffix:

Title: Commissioner of Aviation

Organizational Affiliation: Oneida County, New York

* Telephone Number: (315) 736-4171
Fax Number: (315) 736-0566

* Email: earcurri@ocgov.net

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

3-36-0119- -2024

* Title:

ATCT Renovation Contract Tower (Design) BIL

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ATCT Renovation Contract Tower (Design) BIL

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: NY 24 | * b. Program/Project: NY 24

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 05/01/2024 | * b. End Date: 12/31/2026

18. Estimated Funding ($):

* a. Federal	146,821.00
* b. Applicant	8,157.00
* c. State	8,157.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	163,135.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

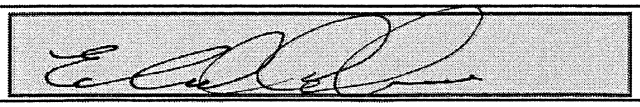
Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Edward
Middle Name:	
* Last Name:	Arcuri
Suffix:	
* Title:	Commissioner of Aviation
* Telephone Number:	(315) 736-4171
Fax Number:	(315) 736-0568
* Email:	earcurri@ocgov.net
* Signature of Authorized Representative:	
* Date Signed:	1/26/24

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? ☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? ☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. ☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). ☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? ☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to ____ % as approved by ____ (the Cognizant Agency) on ____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Land use is compatible with airport. Land & Easements have been obtained in the past to protect vacinity of the airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Consistant with ALP, project located on property

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The project entirely falls within airport property as shown on Exhibit A.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense ($2,000 IFE)			$ 2,935
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			160,200
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 163,135
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 163,135
19. Federal Share requested of Line 18			146,821
20. Grantee share			8,157
21. Other shares			8,157
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 163,135

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	8,157
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 8,157
25. Other Shares	**Amount**
a. State	8,157
b. Other	
c. **TOTAL** - Other Shares	$ 8,157
26. TOTAL NON-FEDERAL FINANCING	$ 16,314

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: ATCT Renovation Contract Tower (Design)

AIRPORT: Griffiss International Airport

1. Objective:

See attached sheet

2. Benefits Anticipated:

See attached sheet

3. Approach: (See approved Scope of Work in Final Application)

4. Geographic Location:

The airport is a public airport located on mile east of the central business district of the City of Rome, Oneida Co. NY.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Edward Arcuri, Telephone: (315) 736-4171, Email: earcuri@ocgov.net
Address: 660 Hangar Road Suite 223, Rome New York 13441

Griffiss International Airport
ATCT Renovation Contract Tower (Design) BIL AIG

Objective:

The project includes renovation of the existing contract Air Traffic Control Tower (ATCT) which is owned and maintained by Oneida County, the Airport Sponsor. This project will include replacement of non-functional and aging ATCT communication and recording equipment and tower/ cab building components including interior & exterior renovations. Significant improvements are required to the ATCT to meet current FAA requirements, provide functional equipment and suitable working space and to maintain its operational effectiveness and safety standards. Griffiss International Airport is the only federally recognized UAS test facility with an ACTC.

Benefits Anticipated:

The existing ATCT was constructed by the USAF in the 1970's when the airport was operated as a military airfield. Improvements are required to replace outdated and out-of-service critical ATCT equipment as well as to replace aging building components. The existing ATCT equipment is unreliable. ATCT Management has requested and has a letter of support for the necessary improvements.
Several pieces of backup equipment are not operational, so a primary equipment outage will impact ATCT operations. The building is aged and the shell is near compromised. The ATCT is in need of repairs and improvements in order to keep it safely and reliably functioning to serve the flying public.
The current communication equipment is outdated and no longer meets the modern standards required for efficient air traffic control. Updating and acquiring state-of-the-art communication equipment including radios and data communication systems to enhance the reliability and effectiveness of communication between our air traffic controller and aircraft will help to increase aircraft safely flying in and out of the airport. Improvements will increase the energy efficiency of the tower, including window repairs, shades to reduce thermal heat transfer, LED lighting, plumbing fixtures that use less water, and a white roof to reflect heat to reduce HVAC loads. New replacement ATCT equipment is expected to be more energy efficient.

ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL
51 Leland Ave, PO Box 442, Utica, NY 13503-0442
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

FN 20 24-221

April 10, 2024

PUBLIC WORKS

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

Re: Master Agreement for Engineering Services – GHD Consulting Services Inc.
RFP No. 2024-377 UV Disinfection Engineering Services

WAYS & MEANS

Master Agreement for Consulting Services
Task Order No. 1 – Preliminary Engineering Services
HG WPC 816.81972

Dear County Executive Picente:

The Department of Water Quality and Water Pollution Control ("Department") seeks to retain GHD Consulting Services Inc. ("GHD") to perform engineering services in connection with the planning and design of an ultraviolet (UV) disinfection system at the Water Pollution Control Plant ("WPCP"). The WPCP currently disinfects treated effluent water with liquid chlorine. However, due to the rapid increase in the price of liquid chlorine along with the implementation of more stringent discharge limits by the regulatory agencies of total residual chlorine in our effluent water, it has become necessary to explore alternative and more cost-effective disinfection means and in particular, UV disinfection systems.

The Department issued a Request for Proposals (RFP) (No. 202024-377). Proposals were received on February 22, 2024. The Department scored and ranked them. Interviews were subsequently conducted. It was consensus of the review committee that the highest rated proposal was submitted by GHD. GHD has broad experience with the planning and design of UV disinfection systems. The Department wishes to enter into a Master Agreement for Consulting Services with GHD for the duration of the UV disinfection project. The scope of services and associated fees will be authorized in the form of Task Orders. This will allow the engineering work to proceed in phases, with each new phase beginning only after completion of the previous phase.

I respectfully request that you consider both the attached Master Agreement for Engineer Service and the attached Task Order No. 1 – Preliminary Engineering Services and forward it to the Oneida County Board of Legislators for consideration and approval. The Master Agreement is for a term of five years or the duration of any outstanding task order, whichever is later. Task Order No. 1 is for preliminary design services. It is for a term ending December 31, 2024, and provides a total fee to GHD not to exceed $194,500.00.

If the agreement and task order meet with your approval, I respectfully ask that you forward the same to the Board of Legislators for its consideration. Please feel free to contact me if you have any questions.

Sincerely,

Karl E. Schrantz

Karl E. Schrantz, P.E.
Commissioner

RECEIVED
APR 11 2024

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-10-24

Oneida Co. Department: Water Quality & Water Pollution Control

Competing Proposal X
Only Respondent _____
Sole Source RFP _____
Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name & Address of Vendor: GHD Consulting Services Inc.
4747 N 22nd Street, Suite 200
Phoenix, Arizona 12207

Title of Activity or Service: Master Agreement for Engineering Services
Task Order 1 – Preliminary Design Services

Proposed Dates of Operation: Execution - Five Years (Master Agreement)
Execution - December 31, 2024 (Task Order 1)

Client Population/Number to be Served: 110,000 people

Summary Statements

1) Narrative Description of Proposed Services: The Department of Water Quality and Water Pollution Control ("Department") seeks to retain GHD Consulting Services, Inc. ("GHD") to perform engineering services in connection with the planning and design of a new ultraviolet disinfection system for construction at the Water Pollution Control Plant. The Department issued a Requests for Proposals and upon review of the submissions from consultant firms along with in-person interviews, GHD was determined by the selection team to be the most qualified for this particular project based on its extensive experience in the planning and design of UV systems. The Department seeks approval of a Master Agreement for Engineering Services with GHD along with approval of Task Order No, 1 (Preliminary Design Services) for a fee not to exceed $194,500.00.

2) Program/Service Objectives and Outcomes: Provide critical consulting and engineering services.

3) Program Design and Staffing: Systems will continue to be operated by Department of Water Quality and Pollution Control Staff.

Total Funding Requested: $194,500.00 **Account #:** HG WPC 816 81972

Oneida County Dept. Funding Recommendation: $194,500.00

Proposed Funding Sources (Federal $/ State $/County $): WPC Capital Project Account (local funding)

Cost Per Client Served: n/a

Past Performance Data: GHD has familiarity with the Oneida County Sewer District facilities and have demonstrated their responsiveness to our needs.

O.C. Department Staff Comments: The Department recommends approval of this Master Agreement for Consulting Services and Task Order No. 1.

Task Order No. 1 – Preliminary Design Services

Title: UV Disinfection Engineering Services

Oneida County Contract No.: 190881

This Task Order No. 1 is issued pursuant to the Master Agreement for Engineering Services, Oneida County Contract No. 190881 (the "Agreement") by and between the County of Oneida ("County"), a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501, and GHD Consulting Services Inc. ("GHD"), a New York domestic business corporation with its principal offices at 4747 N 22nd Street, Suite 200, Phoenix, Arizona 12207. Defined terms shall have those meanings ascribed to them in the Agreement.

I. TASK ORDER SCOPE OF SERVICES.

GHD will provide the following Services:

Task 1: Project Kickoff and Administration

Subtask 1.1: Project Kickoff Meeting

GHD shall attend a meeting with the County at the Oneida County Water Pollution Control Plant ("WPCP") to kick-off the preliminary design, review the scope of work, and review the schedule for performing the Services. This meeting will also be used to engage WPCP operations and maintenance staff to understand the County's critical success factors for the project.

Subtask 1.2: Site Visits/Condition Assessment

GHD will conduct site visits at the WPCP to determine the status and condition of the existing tankage. Along with these site visits, GHD will review existing information and documents to begin the Services, including WPCP record drawings and historical reports. This subtask may also coincide with the Project Kickoff Meeting.

Subtask 1.3: GHD shall perform the following Project Management and Administration Services:

Administration

GHD shall provide routine management, administration, and coordination of the work efforts for the Project. GHD shall coordinate among the various Project teams, manage the Project, coordinate with funding agencies, monitor the Project budget and schedule, and provide administrative assistance to the Department of Water Quality and Pollution Control ("WQPC").

Project Meetings

GHD shall participate in meetings with the County, WQPC and regulatory and funding agencies. At least one interim Project meeting will be held between the kickoff meeting and preliminary design review meeting.

Technical Quality Reviews -

GHD will provide technical quality reviews of the Project through the use of GHD's experienced staff members to review design concept, hydraulics and equipment sizing.

Meeting Notes

GHD shall keep detailed notes of all project meetings and technical quality reviews and shall distribute such notes to the Project team.

Task 2: Preliminary Design

Subtask 2.1: WPCP Hydraulic Analysis

Due to the proposed installation of an ultraviolet ("UV") System in the existing Chlorine Contact Tanks ("CCTs"), head loss is expected to increase through the tanks. To document the potential hydraulic impacts due to the planned increase in head loss, GHD will perform an analysis to model hydraulic behavior and recommend modifications to WQPC. GHD will develop the hydraulic model from the secondary clarifier effluent weirs to downstream of the UV disinfection weirs. GHD will develop up to four (4) hydraulic models for evaluating UV disinfection alternatives. GHD will develop a technical memorandum to provide a rationale for any proposed modifications as a result.

Subtask 2.2: Preliminary Evaluation of Phosphorus Removal Alternatives

In preparation to meet potential future phosphorus limits imposed on the WPCP, GHD will evaluate the feasibility of installing a tertiary treatment process in the contact tank upstream of UV disinfection. This analysis will include GHD reviewing the physical space requirements, as well as the hydraulic implications of installing a tertiary treatment system. GHD will develop up to two (2) hydraulic models, one (1) per phosphorus removal alternative, for this evaluation. GHD will obtain preliminary layout information from a low lift pump manufacturer to review potential space requirements. GHD will deliver a technical memorandum including a preliminary layout for each phosphorus removal alternative with the findings of the evaluation.

Subtask 2.3: Preliminary UV Disinfection and UV Building Alternatives

Due to the unique requirements of UV manufacturers, GHD will obtain quotations and preliminary layouts from up to three (3) UV disinfection manufacturers (SUEZ, Wedeco, Trojan) to review potential configurations within the existing CCTs. GHD will prepare 20-year life cycle cost comparisons for the UV disinfection alternatives and summarize the differences.

Several types of structures can be provided to protect operations and maintenance staff from the elements. GHD will deliver preliminary layouts for up to three (3) building types for review and

discussion. The structural capacity of the existing CCTs will be considered in the evaluation of UV Building alternatives.

Subtask 2.4: Basis of Design Report

GHD will deliver a Basis of Design Report which will include a summary of its findings, recommendations, and basis of design information. The report will include at a minimum a hydraulic profile, and will identify key design criteria and concepts, constructability, construction phasing, operation and control strategy. The report will also identify the approvals and permits necessary to construct the Project. A preliminary cost estimate and schedule will also be provided. The report must be prepared in a format that will be approvable by regulatory and funding agencies.

Subtask 2.5: Preliminary Design

GHD will deliver a preliminary design. The objective of this subtask is for GHD to provide the County with a summary of the proposed improvements inclusive of the UV System equipment features and layouts, process and instrumentation diagrams (P&IDs), control descriptions and a draft description of how existing facilities will operate during construction. The submittal will include 30% level of drawings as well as a preliminary list of specifications that will be included within the construction bid documents. The design development will be in accordance with the latest edition of the Recommended Standards for Wastewater Facilities (Ten State Standards).

Subtask 2.6: Construction Cost Estimates

GHD will deliver a design construction cost estimate based on and included with the Preliminary Design. Estimates will be based on equipment vendor and local price data.

II. COMPENSATION

In exchange for providing the Services set forth in this Task Order, the County will pay GHD an amount not to exceed One Hundred Ninety-Four Thousand Five Hundred Dollars and Zero Cents ($194,500.00) in accordance with Section 3 of the Agreement.

III. SCHEDULE

GHD shall complete the Services required by this Task Order on or before December 31, 2024.

IV. TASK ORDER EXPIRATION

This Task Order shall expire upon the earlier of: (a) the County's issuance to GHD of a written notice of completion of this Task Order, or (b) December 31, 2024.

This Task Order No. 1 is duly executed between County and GHD, and is effective upon the date of its full execution.

GHD CONSULTING SERVICES INC.

COUNTY OF ONEIDA

Anthony J. Picente, Jr.
County Executive

Date: 4/4/2024

Date:_____

MASTER AGREEMENT FOR ENGINEERING SERVICES

This Master Agreement for Engineering Services (the "Agreement"), effective upon the date of its full execution ("Effective Date"), is by and between the County of Oneida ("County"), a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501, and GHD Consulting Services Inc. ("GHD"), a New York domestic business corporation with its principal offices at 4747 N 22nd Street, Suite 200, Phoenix, Arizona 12207. The County and GHD are each a "Party" and together, the "Parties."

RECITALS

WHEREAS, the County requires the services of an engineer to provide preliminary design services, final design services, project bidding services, and construction administration services, all for the design and construction of an ultraviolet disinfection system at the Water Pollution Control Plant (the "Project"), and issued Request for Proposals No. 2024-377 (the "RFP"), seeking proposals for the performance of such services, and a copy of the RFP is annexed as Exhibit B; and

WHEREAS, GHD submitted a response to the RFP (the "Proposal"), offering to provide the services described in the RFP, and a copy of the Proposal is annexed as Exhibit C; and

WHEREAS, the County wishes to retain GHD to provide the foregoing services on a task order basis, with task orders issued by the County in its discretion for each phase of the engineering services as may be required, and GHD wishes to provide such services to the County on a task order basis in exchange for payment.

AGREEMENT

NOW, THEREFORE, for the consideration set forth herein and in each task order, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. TERM

   1.1. The term of this Agreement shall commence upon the Effective Date and shall continue for five (5) years or until the expiration of any Task Order issued pursuant to this Agreement, whichever is later.

2. THE SERVICES

   2.1. GHD shall provide those services ("Services") as described in task orders issued by the County in its sole discretion and agreed to by the County and GHD, each in substantially the form annexed as Exhibit A (each, a "Task Order" and collectively, the "Task Orders").

   2.2. As described more fully in the RFP and Proposal, each Task Order shall encompass one or several of the following phases of the Project.

      2.2.1. Phase 1: Project Management, as described in Section 2.2.1 of the

RFP.

2.2.2. Phase 2: Basis of Design Report, as described in Section 2.2.2 of the RFP.

2.2.3. Phase 3: Preliminary Design, as described in Section 2.2.3 of the RFP.

2.2.4. Phase 4: Final Design, as described in Section 2.2.4 of the RFP.

2.2.5. Phase 5: Bidding Services, as described in Section 2.2.5 of the RFP.

2.2.6. Phase 6: Construction Phase Services, as described in Section 2.2.6 of the RFP.

3. COMPENSATION

3.1. For GHD providing the Services, the County shall pay GHD the amount set forth in each Task Order.

3.2. Each month, GHD shall submit to the County an invoice setting forth those Services provided pursuant to a Task Order in the previous month. Such invoices shall be in a form acceptable to the County and its Department of Audit and Control. The County shall pay such invoices only after review and approval by its Department of Audit and Control.

4. PERFORMANCE

4.1. GHD represents that it is properly qualified, licensed, financed, organized and equipped to perform the Services.

4.2. GHD will furnish all labor, equipment, materials, supplies and facilities necessary for the performance of the Services.

4.3. GHD shall be responsible for providing its employees, agents, and servants with all safety equipment necessary to comply with all applicable federal, state and industry standards. GHD shall secure and maintain safe worksites, equipment and conditions in accordance with the requirements of any and all applicable laws and regulations, and industry standards.

4.4. GHD shall be solely responsible for providing the Services with professional care and pursuant to industry standards, and shall determine the techniques, sequences, procedures and means to be utilized, unless specified in this Agreement.

4.5. GHD's supervisory personnel shall regularly review the Services. The County shall have the right to review the Services at any time, although such review in no way alters the relationship of the Parties or the duties of GHD.

4.6. The Parties shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses and requirements thereunder in connection with performance of the Services. In particular, GHD shall comply with all applicable federal and state environmental laws and regulations, including but not limited to the New York State Environmental Conservation Law and the requirements of the County's State Pollutant Discharge Elimination System permit.

4.7. GHD understands that prompt and ready provision of the Services is required by the County. GHD shall immediately provide notice to the County in writing of any difficulty in complying with any of the requirements of this Agreement. This shall include, but not be limited to, discoveries of unknown conditions at the Services locations, especially those that render the Services and any additional services in violation of any law, ordinance, code, rule, regulation, permit or license. GHD shall not incur any liability, expense or obligation without first receiving written consent from the County.

4.8. GHD shall maintain at all times strict discipline among its employees, agents, and servants. All employees, agents, and servants shall have the appropriate character, skills, credentials, licenses, and experience to provide the Services and any additional services.

4.9. GHD in the performance of this Agreement shall not discriminate against any person in violation of any state, federal, or local law, constitution, rule, or regulation.

5. DELIVERABLES AND PATENTS.

5.1. All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by GHD shall become the County's property upon payment for the Services for such deliverable.

5.2. Without the County's prior written approval, GHD shall not use or designate for use in connection with the Services any patented or patent-pending article, method or device which involves or requires payment of any license, fee or royalty in addition to the payment set forth in a Task Order, and GHD agrees to indemnify the County against any cost or expense incurred in the connection with the payment for such license, fee, or royalty in the event the same is not agreed to in a Task Order. The provisions of this Section shall survive the performance or termination of this Agreement.

6. CONFIDENTIALITY.

6.1. To provide the Services under this Agreement, it may be necessary for the County to disclose certain confidential information to GHD and for the GHD to disclose certain confidential information to the County. All confidential information shall be designated in writing as "confidential" by clear marking. In addition, oral communications between the County and GHD in furtherance of this Agreement may be designated confidential information by either Party.

6.2. Each Party agrees not to disclose any confidential information to any third party unless:

6.2.1. Disclosure is required by law and, if so, advance written notice of disclosure is given;

6.2.2. The information was actually and demonstrably known to the disclosing Party before it was obtained from or developed in cooperation with the other Party;

6.2.3. The information is or becomes available to the public in general through a widely disseminated publication where such publication does not arise directly or indirectly from the breach of any obligation of confidentiality to either of the Parties to this Agreement;

6.2.4. The information is obtained or acquired by the disclosing Party in good faith from a third party who acquired it in good faith and was not under any direct or indirect obligation of confidentiality to the other Party; or

6.2.5. The Party designating the information as confidential provides a written release to the other Party.

7. NOTICES.

7.1. Notices to either Party shall be sent by certified United States mail, return receipt requested, at the following addresses, or at such address for a Party as last designated by such Party in writing for the receipt of notices.

Notices to the County shall be sent to:

Commissioner of Water Quality and Water Pollution Control
51 Leland Ave.
Utica, NY 13503

With a copy to:

Oneida County Attorney
800 Park Avenue
Utica, NY 13501

Notices to GHD shall be sent to:

GHD Consulting Services, Inc.
5788 Widewaters Parkway
Syracuse, NY 13214

8. INDEPENDENT CONTRACTOR STATUS.

8.1. GHD and its officers, employees, personnel, agents, and servants are independent contractors and shall not be deemed employees of the County. GHD and such persons shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. GHD will conduct itself in accordance with its status as an independent contractor and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding GHD's status as an independent contractor.

8.2. The County in paying GHD shall not make any withholding for taxes or any other obligations. GHD shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. GHD shall indemnify and hold the County harmless from all loss or liability incurred by GHD as a result of the County not making such payments or withholdings, and such obligation shall survive the performance or termination of this Agreement.

9. SUBCONSULTANTS.

9.1. A subconsultant is a person who has an agreement with GHD to perform any of the Services.

9.2. All agreements between the GHD and its subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits.

9.3. GHD shall be solely responsible and shall remain liable for the performance of the Services.

10. INDEMNIFICATION.

10.1. GHD shall indemnify, hold harmless and defend the County, its officers, agents, employees, and servants, from and against all claims, damages, losses, judgments, and expenses (including reasonable attorneys' fees), including claims of third parties, arising from, or related to: (a) GHD's Services under this Agreement to the extent caused by any negligent or culpable act or omission of GHD or its officers, agents, employees, servants, or subconsultant(s); or (b) any breach by GHD or its officers, agents, employees, servants or subconsultants of this Agreement or law. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are caused solely by the County's negligence or culpable act or omission, the County shall indemnify and hold harmless GHD. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are the result of the negligence or culpable act or omission of both the County and GHD, or its subconsultant(s), the County and GHD shall be liable to the extent or degree of their respective negligence or culpable act or omission, as determined by mutual agreement of the Parties or as adjudicated by a court of competent jurisdiction.

10.2. Neither the termination of the Agreement nor the making of final payment to GHD shall release GHD from its indemnification obligations under this Section. The enumeration elsewhere in the Agreement of particular risks assumed by GHD or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

11. INSURANCE REQUIREMENTS.

11.1. GHD shall purchase and maintain, and shall require any subconsultant to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

11.1.1. Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. GHD shall

maintain said CGL coverage for itself and the additional insured for the duration of this Agreement and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion of any and all Task Orders.

11.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

11.1.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

11.1.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for the additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

11.1.5. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim and at least Two Million ($2,000,000) in the aggregate.

11.2. Waiver of Subrogation: GHD waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per the requirements stated above.

11.3. GHD shall provide certificates evidencing the foregoing insurance coverage to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of GHD's CGL and Excess/Commercial Umbrella Liability policies. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve GHD of any of the insurance requirements, nor decrease the liability of GHD. The County reserves the right to require GHD to provide insurance policies for review by the County. GHD hereby grants the County a limited power of attorney to communicate with GHD's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

12. BREACH AND TERMINATION.

12.1. The County may terminate this Agreement at any time and for any reason, or for no reason.

12.2. GHD may terminate this Agreement in the event of a material breach of this Agreement by the County if GHD first gives the County written notice of such material breach and the County does not cure such material breach within 30 days after delivery of such written notice.

12.3. If this Agreement is terminated, GHD shall be entitled solely to compensation for Services authorized by Task Order and performed as of the effective date of termination.

13. EXECUTORY OR NON-APPROPRIATION CLAUSE.

13.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to GHD by certified mail. In such an event GHD shall receive payment for costs actually incurred prior to termination and shall not receive actual or consequential damages as a result of termination.

14. NON-ASSIGNMENT.

14.1. GHD shall not assign, transfer, convey, or otherwise dispose of this Agreement, or of its right, title or interest herein, or its power to execute this Agreement, to any other person, corporation or other entity without the previous consent, in writing, by the County, provided, however, that nothing herein shall prohibit GHD from engaging subconsultants.

15. NON-WAIVER

15.1. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

16. CHOICE OF LAW/FORUM

16.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

16.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York, and GHD hereby waives any objection that it may have to the venue of any such suit, action, or proceeding and irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding.

16.3. In any litigation relating to or arising out of this Agreement, GHD hereby waives personal services of process upon it and agrees that service of process may be made upon GHD by certified mail, return receipt requested, to the address designated for notices.

17. INCORPORATION AND ORDER OF PRECEDENCE

17.1. The Exhibits to this Agreement are incorporated into this Agreement. In case of conflicts between the provisions of this Agreement and the Exhibits, or among the Exhibits, the following order of precedence shall control:

17.1.1. Exhibit D – Standard Contract Clauses Addendum

17.1.2. Any Task Order, with newer Task Orders taking precedence over older Task Orders.

17.1.3. This Agreement

17.1.4. Exhibit B – RFP

17.1.5. Exhibit C – Proposal

18. SUCCESSORS AND ASSIGNS

18.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

19. SEVERABILITY

19.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

20. ENTIRE AGREEMENT

20.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on

the subject matter.

21. AUTHORITY TO ACT/SIGN

21.1. GHD's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by GHD's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by GHD; no other action on the part of GHD or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

22. ADVICE OF COUNSEL

22.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

23. AMENDMENTS

23.1. This Agreement may not be amended except through a written agreement of the Parties.

24. COUNTERPARTS

24.1. This Agreement may be executed in counterparts, each of which shall be deemed an original.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

_____ Date: _____

Anthony J. Picente, Jr.
Oneida County Executive

GHD CONSULTING SERVICES INC.

_____ Date: 4/4/2024

By: Joel Kostelac

Title: Business Group Leader

APPROVED BY:

_____

Andrew Dean, Esq.
Deputy County Attorney–Administration

Exhibit A

(Template Task Order)

Exhibit B

(RFP)

Exhibit C

(Proposal)

Exhibit D

(Standard Conditions)

Task Order No. __ – _____
Title: _____

Oneida County Contract No.: 190881

This Task Order is issued pursuant to the Master Agreement for Engineering Services, Oneida County Contract No. 190881 (the "Agreement") by and between the County of Oneida ("County"), a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501, and GHD Consulting Services Inc. ("GHD"), a New York domestic business corporation with its principal offices at 4747 N 22nd Street, Suite 200, Phoenix, Arizona 12207. Defined terms shall have those meanings ascribed to them in the Agreement.

I. TASK ORDER SCOPE OF SERVICES

GHD will provide the following Services upon full execution of this Task Order:

II. COMPENSATION

In exchange for providing the Services described in this Task Order, the County will pay GHD an amount not to exceed _____ ($____) in accordance with Section 3 of the Agreement.

III. SCHEDULE

GHD shall complete the Services required by this Task Order according to the following Schedule:

IV. TASK ORDER EXPIRATION

This Task Order shall expire upon the earlier of: (a) the County's issuance to GHD of a written notice of completion of the Task Order, or (b) _____ years from the date of the full execution of this Task Order.

This Task Order is duly executed between GHD and the County and is effective upon the date of its full execution.

GHD CONSULTING SERVICES INC.

_____

Date:_____

COUNTY OF ONEIDA

_____
Anthony J. Picente, Jr.
County Executive

Date:_____

ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
Phone: (315) 798-5656 Email: wpc@ocgov.net Fax: (315) 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

REQUEST FOR PROPOSALS

- UV DISINFECTION ENGINEERING SERVICES -

RFP No. 2024-377

January 22, 2024

This Request for Proposal (RFP) is being sent to interested engineering firms (Engineer) for providing Engineering Services for an Ultraviolet Disinfection System for the Oneida County Department of Water Quality and Pollution Control.

Submissions are to be delivered to the following name and address:

Hard Copy to:
Commissioner
Oneida County Department of Water Quality
and Water Pollution Control
51 Leland Avenue
P.O. Box 442
Utica, NY 13503-0442

The envelope for hard copy submissions must be clearly marked "UV Disinfection Engineering Services— Oneida County Department of Water Quality and Water Pollution Control."

Electronic Copy to: WPC@ocgov.net.

The subject line for electronic submissions must state: "UV Disinfection Engineering Services— Oneida County Department of Water Quality and Water Pollution Control."

All submissions must be received no later than 3:00 PM. on February 22, 2024. Submissions received after this date and time will not be accepted.

Questions regarding this RFP are to be directed to Dale Lockwood, Chief Operator, in writing (dlockwood@ocgov.net). The deadline for receipt of questions is February 15, 2024. The County will circulate its responses to questions to all Engineers.

1.0 DESCRIPTION OF PROPOSED SERVICES

1.1 Oneida County, through its Department of Water Quality and Water Pollution Control (Department), administers the functions of the Oneida County Sewer District (District). This includes the management and operation of the Water Pollution Control Plant (WPCP), Sauquoit Creek Pumping Station (SCPS) and Barnes Avenue Pumping Stations (BAPS), and in excess of 45 miles of interceptor sewer and force main. The District is composed of 15 municipalities which own and operate their own sanitary sewer collection systems.

1.2 The purpose of this RFP is to obtain engineering services to provide preliminary design services, final design services, project bidding and construction administration services for the construction of an Ultraviolet Disinfection (UV) System at the WPCP. Planned upgrades to the WPCP include the installation of a UV System within the existing Chlorine Contact Tanks (CCTs) and construction of a structure to house the system, while taking into account the feasibility of future expansion to include a Phosphorus Removal System in the existing CCTs along with the UV System.

1.3 Work associated with this RFP will include preliminary design and development of basis of design information including hydraulic assessments, identification of equipment, regulatory coordination and summary of permitting requirements. The preliminary design effort will include the development of preliminary design drawings associated with modifications to the WPCP.

1.4 Once preliminary design effort is complete, final design services phase will commence. Final design services shall include providing final design recommendations for equipment selection options presented during the preliminary design effort, advancing the preliminary UV System upgrades to 100% biddable documents. Once 100% biddable documents are complete, the project will be publicly bid. Construction administration will be performed, including document control, submittal review, responding to RFIs, testing and turnover.

1.5 Oneida County is reviewing alternative project delivery methods. A separate RFP may be issued at a later date, to solicit submissions from Energy Services Companies (ESCO) to provide services in accordance with NYS Energy Law Section 9: Energy Performance Contracts in Connection with Public Building and Facilities. If an ESCO design build approach is selected for this project, the Engineer selected from this Engineering Design Services RFP may be asked to work with the ESCO with a modified scope of services.

1.6 For the purposes of this RFP, Engineers shall assume a traditional Design-Bid-Build delivery of services.

2.0 SCOPE OF SERVICES

2.1 This RFP is intended to solicit engineering services for Oneida County's proposed UV Disinfection system.

2.2 Services include the following:

2.2.1 Project Management

- Administration

  This task allows for the routine management, administration, and coordination of the work efforts for engineering activities. Included in this task is the appropriate coordination with Oneida County and engineering team members, management of the project, funding agency coordination, monitoring of budget and schedule, construction cost control, and administrative assistance to the Department.

- Project Meetings and Workshop

  An initial meeting with the Department will be conducted to kick-off the preliminary design, review the scope of work, and review the schedule for conducting the work. A number of subsequent meetings will be required to meet with the Department, regulators, etc.

- Technical Quality Reviews

  Technical reviews of the project will be conducted by experienced staff members to review design concept, hydraulics and equipment sizing, coordination amongst trades and bid documents, and constructability/biddability.

- Meeting notes from project team meetings

  All project meetings and technical quality reviews will be noted, and meeting minutes will be prepared by the Engineer and distributed to the project team.

2.2.2 Basis of Design

- Site Visits/Condition Assessment

  Site visits will be conducted at the WPCP to determine the status and condition of the existing tankage. Along with these site visits, existing information and documents will be reviewed to begin the work, including WPCP record drawings and historical reports.

- WPCP Hydraulic Analysis

  Due to the installation of a UV System in the existing CCTs, head loss is expected to increase through the tanks. To document the potential hydraulic impacts due to the planned increase in head loss, an analysis to model hydraulic behavior will be performed, and recommended modifications will be described. A technical memorandum will be developed to provide rationale for any proposed modifications as a result.

- Basis of Design Report

  A Basis of Design Report will be prepared and submitted which will include a summary of the findings, recommendations, and basis of design information. The report will include at a minimum a hydraulic profile, and will identify key design criteria and concepts, constructability, construction phasing, operation and control strategy. The report will also identify approvals and permits necessary to construct the project. A preliminary cost estimate and schedule will also be provided. The report must be prepared in a format that will be approvable by regulatory agencies.

2.2.3 Preliminary Design

The objective of this task is to provide the County with a summary of the proposed improvements inclusive of the UV System equipment features and layouts, process and instrumentation diagrams (P&IDs), control descriptions and a draft description of how existing facilities will operate during construction. Oneida County utilizes Environmental Design and Research, DPC (EDR) for instrumentation and control (I&C) support services. The selected Engineer must coordinate all I&C design with EDR (Dustin Sedlack, Josh Mazur).

Preliminary design submittal (defined as 30-percent level of completion) will also include a preliminary list of specifications that will be included within the construction bid documents. The design development will be in accordance with the latest edition of the Recommended Standards for Wastewater Facilities (Ten State Standards).

- Construction Cost Estimates

  A design construction cost estimate will be prepared based on and included with the Preliminary Design submittal. Estimates will be based on equipment vendor and local price data.

2.2.4 Final Design Phase Services

The objective of this task is to provide a final design for the UV System at the WPCP. The following tasks will be performed by the Engineer:

- Meet with the Department at approximately monthly intervals to review progress toward the final design. Comments and input from the Department will be incorporated into the plans and specifications.

- Structural and architectural improvements as necessary to existing facilities, and structural and architectural design for new facilities.

- Electrical and instrumentation design for all modified facilities.

- Heating and ventilating design as required.

- Progress all components of the preliminary design to 100% design. There will be one construction contract, which may contain multiple prime contracts. Prime contracts will be consistent with Wick's Law as applicable (i.e., General, Electrical, HVAC, and Plumbing).

- Provide two (2) interim submittals (plans and specifications) to the Department at the 60% and 90% stages for review and comment.

    - 60% documents will include outline specifications and detailed drawings incorporating applicable comments from the preliminary design.

    - 90% documents will include detailed front end and technical specifications, and construction drawings including specific construction details.

- Prepare and submit documents for regulatory agency review, comment, and approval. Address all comments and update documents accordingly.

- Coordinate and facilitate meetings with regulatory agencies as required.

2.2.5 Bid Phase Services

- Provide electronic and hard copy biddable documents and assist the Department with uploading project information to their procurement website.

- Attend and facilitate one (1) pre-bid meeting per contract.

- Receive, log, and respond to all questions received during bid phase.

- Prepare and issue necessary addenda based upon regulatory agency or contractor questions or comments.

- Attend one (1) bid opening per contract.

- For each contract, review bids, prepare a tabulation of bids, and provide the Department with a recommendation of award.

2.2.6 Construction Phase Services

Construction Administration and Engineering Services

- Prepare construction contracts for execution by the County and Contractor(s).

- Coordinate and attend a pre-construction meeting(s) and prepare meeting notes for distribution to the project team.

- Review the shop drawings and submittals for related work.

- Address technical questions raised by the Contractor(s).

- Review payment applications. Site visits by the Project Manager and/or Design Team members to review overall project status.

- Conduct construction progress meetings with the contractor(s). Prepare and issue meeting notes.

- Preparation of record drawings based on completed construction information supplied by the contractor(s), construction inspectors, and engineer.

- Provide Engineer's observations during construction and submission of written field reports.

- Resolve technical questions regarding conflicts between construction documents and field conditions.

- Design and coordination of field modifications.

Construction Observation

In order to monitor the contractor's conformance with the plans and specifications, qualified construction representative(s) will be assigned by the Engineer to the project. The inspector(s) will provide the following services:

- Observe construction activities to assess that the work is constructed in conformance with the approved plans and specifications and subsequent field orders, work change directives, and change orders.

- Coordinate construction schedule updates from the Contractors.

- Prepare daily field reports.

- Maintain construction photo log.

- Review draft payment applications for accuracy and completeness prior to the Contractor's formal submission to the Engineer.

- Review and address technical questions raised by the Contractor. Coordinate response with the Engineer and County as necessary.

- Maintain an updated set of record drawings throughout construction

2.3 Engineer's Responsibilities

- Engineering Services

The Engineer shall provide all engineering services necessary to develop and produce a complete deliverable that will satisfy the scope of work negotiated. The Engineer shall work with the Department's personnel who will indicate system needs and assist in achieving the Department's desired scope of work. The Engineer shall carefully consider the input by the Department's staff but based on the Engineer's own experience and ability, shall be solely responsible to provide a complete and constructable deliverable in accordance with applicable standards/regulations and the requirements of the scope of work. Use of subcontractors is allowed; it is expected that the division of work will be properly coordinated and will be seamless when work products are delivered to Oneida County. Potential for use of teaming partners and/or subcontractors shall be clearly identified in the submission.

2.4 Oneida County's Responsibilities

Oneida County will, at the Engineer's request, provide information and material on file that is pertinent to the project. Staff will also be available to coordinate with the Engineer.

2.5 Authorization of Work

Oneida County will negotiate the scope of services and the cost basis with the selected Engineer prior to the authorization of a contract as described in Section 5.0.

3.0 SUBMISSION CONTENT AND FORMAT

Each Engineer is invited to respond to this RFP in written and electronic form to the Department. Submissions must be received by the time and date noted in the advertisement. Late submissions will be rejected. Submissions must include:

- A cover letter introducing the Engineer, its relevant knowledge and experience, and an explanation of why it is qualified to perform the tasks required by this RFP;
- The actual legal name of the proposing entity, its corporate form, its state of incorporation, the legal name of all parent entities, and the address of its principal place of business;
- A listing of the Engineer's primary team personnel and qualifications, including all professional licenses and certifications. Include only those who will be actively engaged in the project;
- A project listing and description of the Engineer's experience on the design and construction of wastewater treatment facilities including project experience with UV Disinfection Systems;
- A detailed discussion on the Engineer's approach to undertaking the scope of work of this project;

- A discussion on the Engineer's experience and approach to administering funding agency requirements, including collection and submission of required documents;

- Three references, including email addresses and phone numbers, of clients previously or currently served by the Engineer, preferably from municipal or governmental clients; and

- Signed originals of the Required Certifications enclosed as Appendix A.

By responding to this RFP, the Engineer expressly agrees to the terms of the RFP documents, including the Addendum included herewith, "Standard Oneida County Conditions."

3.1 Qualifications

RFP The Engineer must reserve to this project at least one Professional Engineer licensed by the State of New York.

The Engineer must demonstrate within its statement of qualifications that they have the staff (in-house or subcontracted) to meet the intent of the proposed contract and to complete the work within the timeline listed in Section 4.0 of this RFP.

3.1.1 Team Qualifications

Include a list of your proposed key team members along with a brief statement of their background and experience. Resumes of only key team members who will be involved in the day-to-day assignments may be submitted. Limit resumes to one page of relevant experience.

3.1.2 Engineer Qualifications

A list of the Engineer's experience on the design and construction of wastewater treatment facilities including UV Disinfection Systems.

3.2 Technical Approach

The scope of work is generally described in Section 2.0. The Engineers shall define their technical approach to accomplishing the goals of this RFP based on the Engineers knowledge and experience.

3.3 Local Participation

For purposes of this RFP, Oneida County requires that the local office of the selected Engineer be located no further than 150 miles from the Oneida County Water Pollution Control Plant.

Additionally, no less than 80-percent of the work is be performed from the local office. Work performed by subcontractors located within 150 miles of the Oneida County Water Pollution Control Plant will count toward the 80-percent.

3.4 MWBE Participation

Oneida County encourages that respondents make every good faith effort to promote and assist the participation of New York State certified Minority and Women-Owned Business Enterprises (MWBE) as subcontractors. Oneida County has applied for funding/grants from various sources. As such Oneida County is establishing a 20 percent combined MWBE participation goal for this project.

4.0 SCHEDULE AND LENGTH OF SERVICE

It is anticipated that this contract will commence on or about April 10, 2024, and extend through completion of construction. More specifically the following milestones and target dates must be met by the Engineer to satisfy the requirements of the compliance schedule outlined in the County's SPDES Permit;

Task/Milestone	Target Date
Basis of Design Report	September 1, 2024
Detailed Design Documents (plans, specifications to EFC)	February 1, 2025
Bid/Advertise	April 1, 2025
Construction Start/Notice to Proceed	May 5, 2025
Construction Completion	May 29, 2026

5.0 ENGINEER SELECTION PROCESS

The Department will review the submissions and will rate them based on the following criteria:

- Engineer/Team Qualifications: 20 points
- Key Personnel Qualifications/Experience/References: 25 points
- Technical Approach: 35 points
- Main Office/Staff Locality: 20 points

Maximum Score: 100 points

The Department will select at least three Engineering Firms considered to be the most highly qualified to provide the required services. Interviews with those firms may be conducted. Contract negotiation with the highest ranked Engineering Firm will commence to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered. In the event that a contract cannot be negotiated with the highest ranked Engineering Firm, negotiations will the proceed with the next highest rank Engineering Firm, and so on.

The Engineer and any subcontractors agree that should it be awarded a contract it will not discriminate against any person who performs work under this contract because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

6.0 The Engineer expressly warrants to Oneida County that it has the ability and expertise to perform its responsibilities under this contract, and in doing so will use the highest standards of professional workmanship.

7.0 By responding to this RFP, the Engineer agrees to accept all the terms and conditions of the RFP documents. The Engineer agrees to complete all work in a timely manner as specified or indicated in the documents for the agreed upon scope and price.

8.0 Oneida County reserves the right to reject any or all submissions, to waive any informality or technical defect in the submissions, or to award the contract in whole or in part if deemed to be in the best interest of Oneida County to do so. Unsuccessful Engineers may request an explanation of the reasons why an award was not made to them.

9.0 Oneida County reserves the right to reject any submission if the information submitted by, or investigation of, such Engineer fails to satisfy the County that such Engineer is properly qualified to carry out the obligations of the contract, that the Engineer has the experience required to perform the contract (as determined by the County in its sole discretion), and to complete the work contemplated therein. Oneida County further reserves the right to reject any submission where the Engineer's references provide negative, reluctant, or equivocal information concerning the Engineer's previous performance.

10.0 The County reserves the right to refuse to issue submission documents or accept packets from Engineers who have previously failed to complete contracts within the time frame required or have previously performed work in an unsatisfactory manner. A submission may be rejected if the Engineer cannot show that it has the necessary ability to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A submission may be rejected if the Engineer is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

11.0 The successful Engineer will be required to enter into and sign an Agreement with Oneida County. This RFP and the responding submission of the successful Engineer will become part of the Agreement and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflict with the signed and fully executed contract.

12.0 No successful Engineer to whom a contract is awarded shall assign, transfer, convey, sublet or otherwise dispose of same, or of its right, title and interest therein, including the performance of the contract or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Oneida County Purchasing Agent. In the event the Engineer shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title and interest therein, including the performance of the contract, or the right to receive monies due or to become due, or its power to execute such contract to any other person or corporations, or upon receipt by Oneida County of an attachment against the Engineer, the County of Oneida shall be relieved

and discharged from any and all liability and obligation under or arising from the contract with such Engineer, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract to the fullest extent permitted by law.

13.0 Insurance

Engineer shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Engineer shall maintain said CGL coverage for itself and the additional insureds for the duration of the Agreement and maintain completed operations coverage for itself and the additional insureds for at least three (3) years after completion.

- Workers' Compensation and Employer's Liability, pursuant to statutory limits.

- Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. County shall be included as an additional insured on a primary and non-contributing basis.

- Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) per occurrence. County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

- Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim and at least Two Million ($2,000,000) in the aggregate.

- Waiver of Subrogation: Engineer waives all rights against County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

- Engineer shall not perform any Services until it shall have provided to County certificates of insurance evidencing such coverage. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of each of the Engineer's policies. The certificates shall be on forms approved by County and shall contain a provision that

coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to County. Acceptance of the certificates shall not relieve Engineer of any of the insurance requirements, nor decrease the liability of Engineer. County reserves the right to require Engineer to provide insurance policies for review by County. Engineer hereby grants County a limited power of attorney to communicate with Engineer's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

14.0 Assumption of Risk and Indemnification

- Engineer solely assumes all risks in performing the Services.

- Engineer shall indemnify, hold harmless and defend the County, its officers, agents, employees, and servants, from and against all claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, arising from, or related to the Engineer's Services under the Agreement to the extent caused by any negligent or culpable act or omission of the Engineer or the Engineer's officers, agents, employees, servants, or subcontractor(s). In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are caused by the County's negligence, the County shall indemnify and hold harmless the Engineer. In the event the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney's fees, are the result of the negligence of both the County and the Engineer, or its subcontractor(s), the County and the Engineer shall be liable to the extent or degree of their respective negligence, as determined by mutual agreement of the County and the Engineer or as determined by adjudication of comparative negligence.

- Neither the termination of the Agreement nor the making of the final payment shall release Engineer from its obligations under this Section. The enumeration elsewhere in the Agreement of particular risks assumed by Engineer or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

Appendix A

Required Certifications

Engineer Must Sign and Submit Each Certification with its Submission

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all submissions that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any submissions submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Respondent") or other parties for their expenses incurred in the preparation of a submission or otherwise. Submissions will be prepared at the sole cost and expense of the Applicant.
3. Submission of a submission will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the submission.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved submission shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this submission, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Section 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

_____ _____

Legal Name of Respondent's Organization Signature

_____ _____

Date Printed Name

_____

Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

_____ _____

Legal Name of Respondent's Organization Signature

_____ _____

Date Printed Name

_____

Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

_____
Legal Name of Respondent's Organization

_____
Signature

_____
Date

_____
Printed Name

_____
Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

_____ _____

Legal Name of Respondent's Organization Signature

_____ _____

Date Printed Name

_____

Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

_____	_____
Legal Name of Respondent's Organization	Signature
_____	_____
Date	Printed Name
	_____
	Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, submission or other response to a solicitation for bid or submission that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

_____ _____

Legal Name of Organization Signature

_____ _____

Date Printed Name

_____

Title

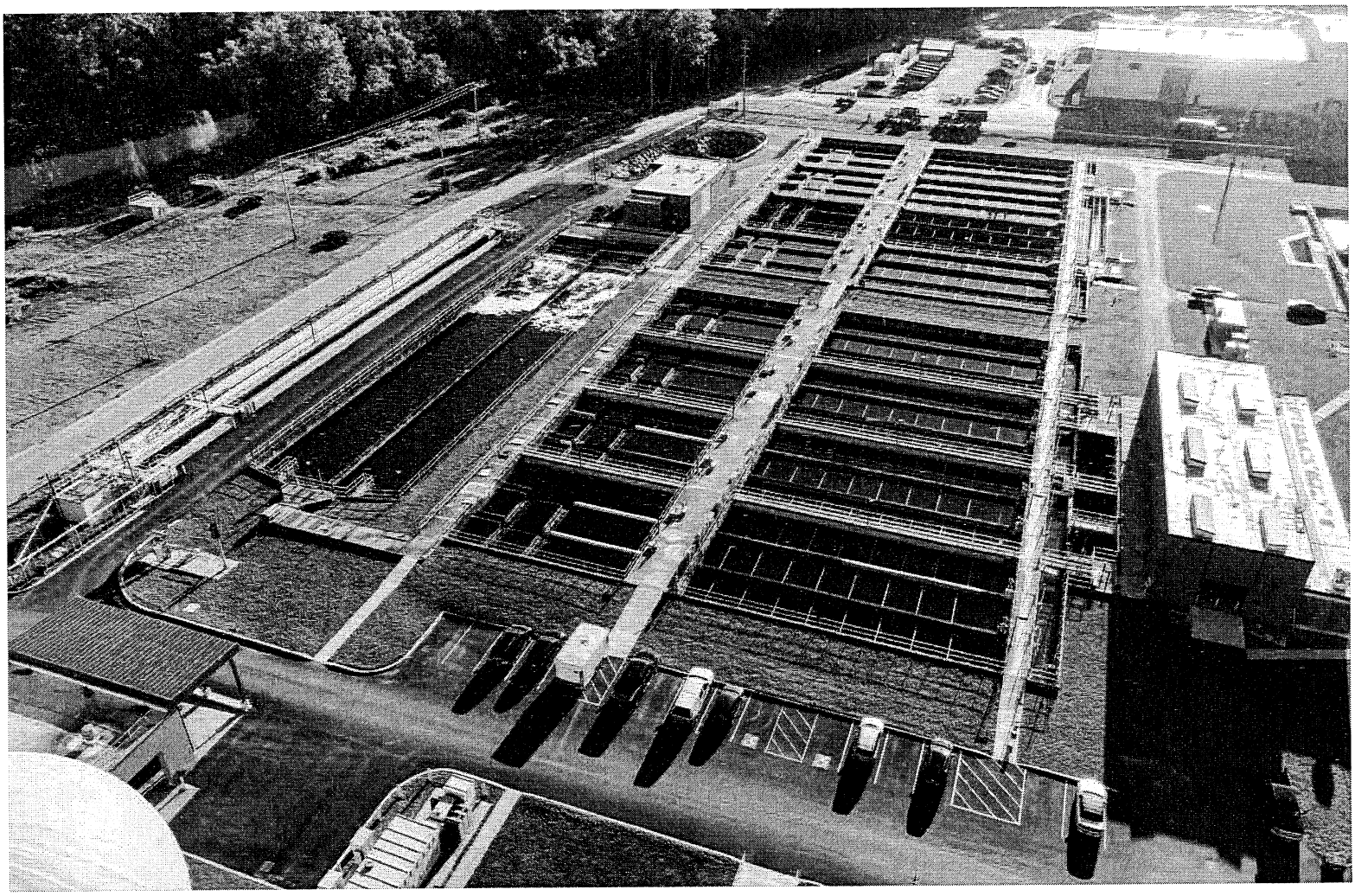
Proposal Submittal for RFP No. 2024-377

UV Disinfection Engineering Services

Oneida County Department of Water Quality & Water Pollution Control

February 22, 2024

→ The Power of Commitment



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5788 Widewaters Pkwy
Syracuse NY 13214
www.ghd.com

February 22, 2024

Karl E. Schrantz, PE
Commissioner
Oneida County Department of Water Quality
and Water Pollution Control
51 Leland Avenue
P.O. Box 442
Utica, NY 13503-0442

RE: Proposal Submittal for RFP No. 2024-377
UV Disinfection Engineering Services

Dear Mr. Schrantz:

The Oneida County Department of Water Quality and Water Pollution Control (County)has identified the need for the design and construction of an ultraviolet disinfection (UV) system at the Water Pollution Control Plant (WPCP) in order to comply with the near-zero Total Residual Chlorine (TRC) limit in effect since completion of the Water Pollution Control Plant (WPCP) upgrades. The GHD Consulting Services Inc. (GHD) team promises a continuation from the expansion and upgrade projects in addition to the close working relationship we have established through over 15 years of service to County, and offers the following benefits for this important project:

HIGHLY EXPERIENCED LOCAL TEAM. With almost 500 professionals located in our Northeast Region and an office of over 80 people located 50 minutes from the WPCP, we are well positioned to provide prompt services and strong local leadership. Our team will be led by Project Manager, **Ariel Judd, EIT**, Project Director, **John Story, PE BCEE**, and QA/QC Manager, **Jason Greene, PE BCEE**, all of whom have excellent experience providing positive solutions for municipal wastewater clients in upstate New York. John brings extensive knowledge of the WPCP from the upgrade and expansion projects constructed in response to the order on consent. Ariel will provide day-to-day leadership of our team, based out of the Syracuse NY office, and Jason will provide QA/QC review. GHD is committed to providing a local and responsive team. Over 90% of the GHD team members, and our subconsultants, will be located within 150 miles of the WPCP.

This team's extensive UV disinfection experience will be supplemented by our UV subject matter expert, **Chad Angle, PE**, who has 20 years of experience in the evaluation, selection, and design of UV disinfection systems under challenging water quality conditions as low as 20% UVT.

A COMPREHENSIVE APPROACH THAT ACCOUNTS FOR THE INTRICACIES OF DESIGNING AND CONSTRUCTING A UV DISINFECTION SYSTEM. We are much more aware of the challenges involved with the design and construction of a new UV system to replace a liquid chemical feed system based on our team's experience at numerous similar treatment plants. Our experience is local – including large plants in Auburn, Binghamton, and Elmira. We have obtained NYSDEC approval of several UV disinfection systems, many of which have been funded through the NYSEFC. A unique challenge of UV design is the need for specific channel layouts that may vary significantly between manufacturers. To this end, GHD proposes to review the option of a vendor prequalification process during the Basis of Design stage. This approach was successful at Auburn and resulted in a streamlined design around one manufacturers system layout. Our approach will incorporate this and several other competing issues into the UV Disinfection design, including the potential for future phosphorus removal.

OUR COMMITMENT TO ONEIDA COUNTY. GHD's understanding of Oneida County facilities and preferences, combined with our experience in process evaluation and design is unmatched. We will make certain that technical excellence, operational ease, and sustainable solutions are incorporated into our recommendations. Our most recent efforts to prepare a UV Disinfection Evaluation Report will allow our team to hit the ground running and prepare a timely Basis of Design Report. Our experience at the plant is recent enough that a site visit for this RFP was not necessary. GHD brings a solid understanding of the County's policies and preferences, which we carry forth to benefit your project.

SUPPORTING MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE). GHD embraces Oneida County's MWBE goals. We have established meaningful partnerships with Critical Path Engineering Solutions (WBE), TRM Environmental Consulting (WBE), and Aubertine & Currier (WBE/DBE) to maintain our commitment to exceeding the 20% MWBE requirement for this project.

The GHD Team is excited to continue our partnership with you. We are committed to client satisfaction, responsiveness, delivering successful projects with sound and creative solutions, and serving as your trusted consultant. If you have any questions or need further information, please do not hesitate to contact us. We are excited for the opportunity to provide engineering design and construction phase services for a new cost-effective UV Disinfection System.

Regards,

John Story, PE
Project Director
+1 716 536-0863
John.Story@ghd.com

Ariel Judd
Project Manager
+1 315 802-0293
Ariel.Judd@ghd.com

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Appendix A - Resumes

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This document is and shall remain the property of GHD. The document may only be used for the purpose for which it was commissioned and in accordance with the Terms of Engagement for the commission. Unauthorized use of this document in any form whatsoever is prohibited.

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Section 1

Firm Information

→ The Power of Commitment

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Firm Information

GHD is one of the world's leading professional services companies operating in the global markets of water, energy and resources, environment, property and buildings, and transportation. We provide engineering, architecture, environmental and construction services to private and public sector clients.

Established in 1928 and privately owned by our people, GHD operates across five continents – Asia, Australia, Europe, North and South America – and the Pacific region. We employ more than 11,000+ people in 200+ offices to deliver projects with high standards of safety, quality and ethics across the entire asset value chain. Driven by a client-service led culture, we connect the knowledge, skill and experience of our people with innovative practices, technical capabilities and robust systems to create lasting community benefits.

Committed to sustainable development, GHD improves the physical, natural and social environments of the many communities in which we operate. We are guided by our workplace health, safety, quality and environmental management systems, which are certified by Lloyds Register Quality Assurance to the relevant international standards (ISO and OHSAS).

GHD operates under a "One GHD" approach; we will pull resources as needed to bolster project teams for the benefit of our clients. In New York, GHD maintains 4 offices, which allows us to draw upon a deep bench of resources to respond quickly to any project challenge. Our strong record of repeat business demonstrates our success in being responsive to our clients' needs. GHD pledges the same level of commitment to assign appropriate resources in order to meet a specific project's schedule, budget, and deliverables. Furthermore, GHD brings its vast resource network to the table with technical and subject matter experts made accessible to its clients. With local offices in Syracuse, Buffalo and Rye from which to serve, GHD is well poised to serve the Oneida County and help you meet your specific challenges. **GHD will deliver this project primarily from our local Syracuse office. We are excited to introduce Oneida County to new team members who specialize in secondary and disinfection wastewater treatment.**

GHD is a multi-disciplinary engineering consulting firm with staff who are qualified to provide professional services to the Oneida County. Over the past 65 years, GHD has provided a wide range of engineering design services to municipal, county, state, and various agencies throughout the State of New York. GHD takes great pride in assisting these agencies in meeting a variety of engineering design goals as well as developing long-term relationships with these clients.

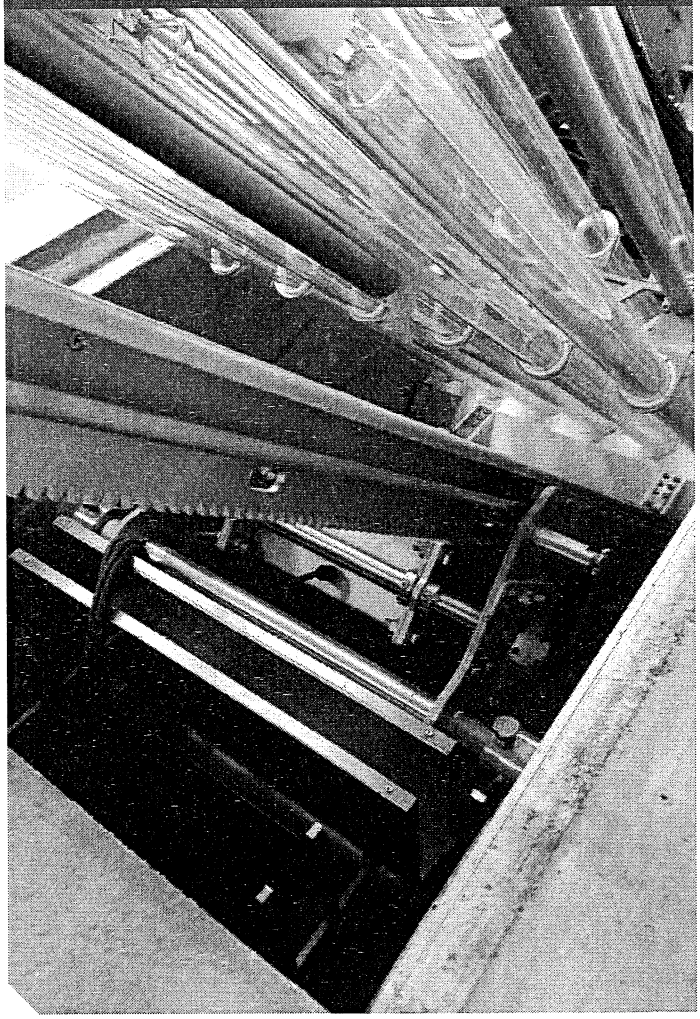
Legal Name of Proposing Entity:
GHD Consulting Services, Inc

Corporate Form:
Business Corporation

State of Incorporation:
New York

Legal name of all parent entities:
GHD Inc.

Address of principal place of business:
5788 Widewaters Pkwy



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Section 2

Project Team

→ The Power of Commitment

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Project Team

→ Proposed Project Team

Previous experience working together goes a long way! Our local presence, proposed team's previous experience with Oneida County on similar projects, plus the combination of talented resources locally makes us uniquely qualified to deliver this project for you. GHD recognizes that our past experience with the County is not sufficient on its own to guarantee success of this new project. The new UV disinfection system is not directly related to the plant upgrades which were recently constructed for compliance with the consent order. To this end, we have assembled a highly qualified team of local GHD staff and subconsultants with specific experience in open channel UV disinfection. Our team has successfully delivered many recent UV projects of similar size and scope as the current project proposed by the County. Our past work on the Engineering Report in support of grant funding for this project will allow us to hit the ground running.

GHD recognizes the County's desire for a local and responsive engineering team. The project will be managed from our Syracuse, NY office where all our staff engineers assigned to the project will be located. The only two team members outside the Syracuse office will be John Story and Chad Angle. John is our proposed Project Director due to his familiarity with the WPCP and Oneida County staff, but his focus on this project will shift to the "big picture" perspective to make sure the County's needs are being met and the design team remains focused on scope and schedule. Chad, from Harrisburg, PA, brings national expertise on UV disinfection and will provide independent QA/QC reviews. Outside his QA/QC role, Chad will not be involved in the day-to-day delivery of the project. 100% of our subconsultant team is within the 150-mile radius.

Our experienced team of professionals will use our preparation and familiarity with this project to help you identify the important challenges, to ask the relevant questions to uncover your needs and desires, and to take creative and cost-effective approaches to delivering a successful project.

GHD will lead this effort, providing project management and technical expertise, where noted in the organization chart. Information on our subconsultants can be found at the end of this section. Key team member resumes can be found in **Appendix A**.

Name	Role	Licenses / Certs	Location
John Story, PE BCEE	Project Director	Professional Engineer (NY)	Buffalo, NY
Ariel Judd, EIT	Project Manager	Engineer in Training (NY)	Syracuse, NY
Jason Greene, PE BCEE	Process Engineer	Professional Engineer (NY)	Syracuse, NY
Chad Angle, PE	QA/QC	Professional Engineer (NY)	Harrisburg, PA
Adam Scicchitano, EIT	Process Engineer	Engineer in Training (NY)	Syracuse, NY
Sean Patrick, PE LEED AP	HVAC Engineer	Professional Engineer (NY); Leed Accredited Professional	Syracuse, NY
Kyle Morris, AIA NCARB	Architect	Registered Architect (AIA – NY)	Syracuse, NY
Thomas Devine, CAP CEM LEED AP	Electrical Engineer	Leed Accredited Professional; Certified Automation Professional; Certified Energy Manager	Syracuse, NY
Sara Martin, PE [1]	Process Support/Hydraulic Grade Evaluation	Professional Engineer (NY)	Fayetteville, NY
Mark Greene, PhD [1]	Process Support/Hydraulic Grade Evaluation	PhD Chemical Engineering	Fayetteville, NY
Robert Senior, PE [2]	Resident Project Representative	Professional Engineer (NY)	Rome, NY
Annette Mason, PE [3]	Structural Evaluation/Design	Professional Engineer (NY)	Watertown, NY
Jim Cunningham [4]	Operability Reviews, Startup and Commissioning Assistance	Licensed Wastewater Plant Operator	Nelson, NY

[1] **Aubertine & Currier** (WBE & DBE) | [2] **Critical Path Engineering** (WBE) | [3] **TRM Environmental** (WBE)
[4] **Cunningham Environmental Support**

→ Organization Chart

Oneida County Department of Water Quality & Water Pollution Control

Karl Schrantz, PE
Commissioner

Dale Lockwood
Chief Operator

John Story, PE
Project Director
Buffalo, NY

Chad Angle, PE
QA/QC
Harrisburg, PA

Ariel Judd
Project Manager
Syracuse, NY

Core Disciplines

Process Design
Jason Greene, PE BCEE
Syracuse, NY

Mark Greene, PE [2]
Fayetteville, NY

Adam Scicchitano
Syracuse, NY

Structural Evaluation & Design
Annette Mason [1]
Watertown, NY

UV Building Design
Kyle Morris
Syracuse, NY

Sean Patrick
Syracuse, NY

Electrical Evaluation & Design
Thomas Devine
Syracuse, NY

UV System Hydraulics
Sara Martin, PE [2]
Fayetteville, NY

Resident Project Representative
Robert Senior [3]
Rome, NY

Design Review / Commissioning / Sequencing
Jim Cunningham [4]
Nelson, NY

[1] **Aubertine & Currier** (WBE & DBE) | [2] **Critical Path Engineering** (WBE) | [3] **TRM Environmental** (WBE)
[4] **Cunningham Environmental Support**

A team you know, and trust

Committed, experienced leadership

Project Director | John Story, PE BCEE

John is a Senior Project Manager at GHD, where he has been employed for the past 20 years. He has led the study, design, and construction phases of several large wastewater treatment plant upgrades in upstate New York. His focus is on designing for long term operations and sustainability. Since 2011, John has had the pleasure of working for Oneida County on the SSO mitigation program. Beginning with the 2012 Basis of Design for the WPCP and SCPS upgrades – and culminating with the closure of the Order on Consent in 2022 – John has become extremely familiar with the operations and maintenance of the WPCP. He understands the County's desire to focus on long-term operability of critical assets while maintaining compliance with the SPDES Permit. As Project Director, John will bring general knowledge of the WPCP to the team and will be responsible to ensure the team stays focused on meeting the County's objectives. John will facilitate frequent operator engagement in the design and will be responsible to coordinate QA/QC and regulatory reviews. As the stamping engineer for the design, John will make sure Ariel has the resources in place – including our team of subconsultants – to support her management of the day-to-day project delivery.

Project Manager | Ariel Judd, EIT

Ariel Judd has more than 7 years of experience in municipal wastewater treatment plant evaluation, design, and construction administration. Recent projects include the Onondaga County Metro Digesters Phase II design and construction where she played a key role in reviewing project constructability and developing sequence constraints. She was responsible for coordinating deign efforts for upgrades at the Honeoye Lake WWTP which included the implementation of UV disinfection due to revised SPDES permit requirements. Ariel has also been involved in the evaluation, design, and construction phase for several improvements at the Watertown WPCP throughout her career. Through management of these projects and others, she is well versed in the required document collection and reporting for projects funded through NY Environmental Facilities Corporation (EFC). Ariel appreciates the importance of collaborating with Oneida County operators to understand your challenges and develop solutions with the project team.

Process Lead | Jason Greene, PE BCEE

Jason has more than 20 years' experience with a focus in the study, design, and construction phases of municipal wastewater projects, working throughout the Northeast, including both conventional and advanced treatment systems. Jason's related project experience includes work on projects involving nitrogen and phosphorus removal, UV disinfection, clarification, and tertiary filtration designs. In addition, he has worked on a range of other project types, including industrial wastewater pretreatment administration and chemical/petroleum bulk storage and handling. Jason is ideal for this project not only for his experience in UV disinfection, but also for his nutrient removal experience. As the NYSDEC may impose future phosphorus removal limits on the County, it is important to review the potential impact to UV disinfection. For example, adding ferric chloride may impact the requirements of the UV lamp cleaning system. Also, Jason will review the phosphorus removal evaluation prepared in 2017 to determine if a tertiary treatment system, such as a cloth media filter, could fit in the available space in the chlorine contact tank upstream of the new UV reactors.

With the support of our diverse partners, we have all of the resources needed to deliver a successful project.

Critical Path Engineering Solutions WBE

Process Support/Hydraulic Grade Evaluation

Established in 2016, Critical Path Engineering Solutions (CPES) is a federally registered WOSB (Woman Owned Small Business) and New York State and WBENC WBE (Women Business Enterprise). CPES works with municipal and industrial clients, providing project management and general infrastructure, environmental, and wastewater engineering services. CPES is led by Sara Martin, PE, who specializes in process analysis, and planning for wastewater treatment.

TRM Environmental Consultants WBE

Resident Inspection

TRM Environmental (TRM) is a woman-owned firm led by Catherine Dare. They bring over 30 years of engineering experience to their vision of a consultancy that incorporates diversity for greater success, improved performance, and a means to fuel the economy. TRM's construction and environmental experience, coupled with flexible staffing solutions and a diversity of perspectives, allow them to propose options for environmental and construction challenges that proactively address issues at all levels.

Aubertine and Currier Architects, Engineers & Land Surveyors WBE/DBE

Structural Evaluation/Design

Founded in 2000 as Aubertine and Currier, LLC, Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC (A&C) has grown into a multi-discipline design firm offering a full range of architectural, engineering, and land surveying services, as well as construction inspection, construction administration, and LEED certification assistance. A&C has had the opportunity to complete a wide variety of Professional Design Services for Wastewater Treatment, Sewage Treatment, and Clean Water Treatment Plants. The types of projects we have completed range from code review for new and existing buildings and structures to the design of chlorine storage buildings, chlorine contact tanks, UV system upgrades, waste receiving buildings, grit removal facilities, pump stations, sludge digesters, primary clarifiers, raw sludge pump stations, settling and aeration tanks, and control room buildings, among other design projects. Aubertine and Currier is a New York State Certified Woman-Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE).

Cunningham Environmental Support

Operations Support

Jim Cunningham operates several local wastewater treatments plants and has been involved in recent projects where UV was installed to replace sodium hypochlorite feed systems. Jim will provide input into the vendor prequalification process and will review drawings at the 60% and 90% stages offering comments from an operator's perspective. Additionally, Jim will be onsite during April 2026 when the new UV system is started up, offering assistance to the County's operations staff.

We are committed to exceeding your 20% MWBE participation goal. To meet this commitment, we have included well respected firms in important roles, who are local to the area.

Our goal is to always provide our clients with the best possible resources that have been specifically selected for the services required. For this project, we have assembled an integrated team of experienced individuals from **Critical Path Engineering Solutions, TRM Environmental Consultants, Aubertine & Currier,** and **Cunningham Environmental Support**.

Section 3

Project Experience

→ The Power of Commitment

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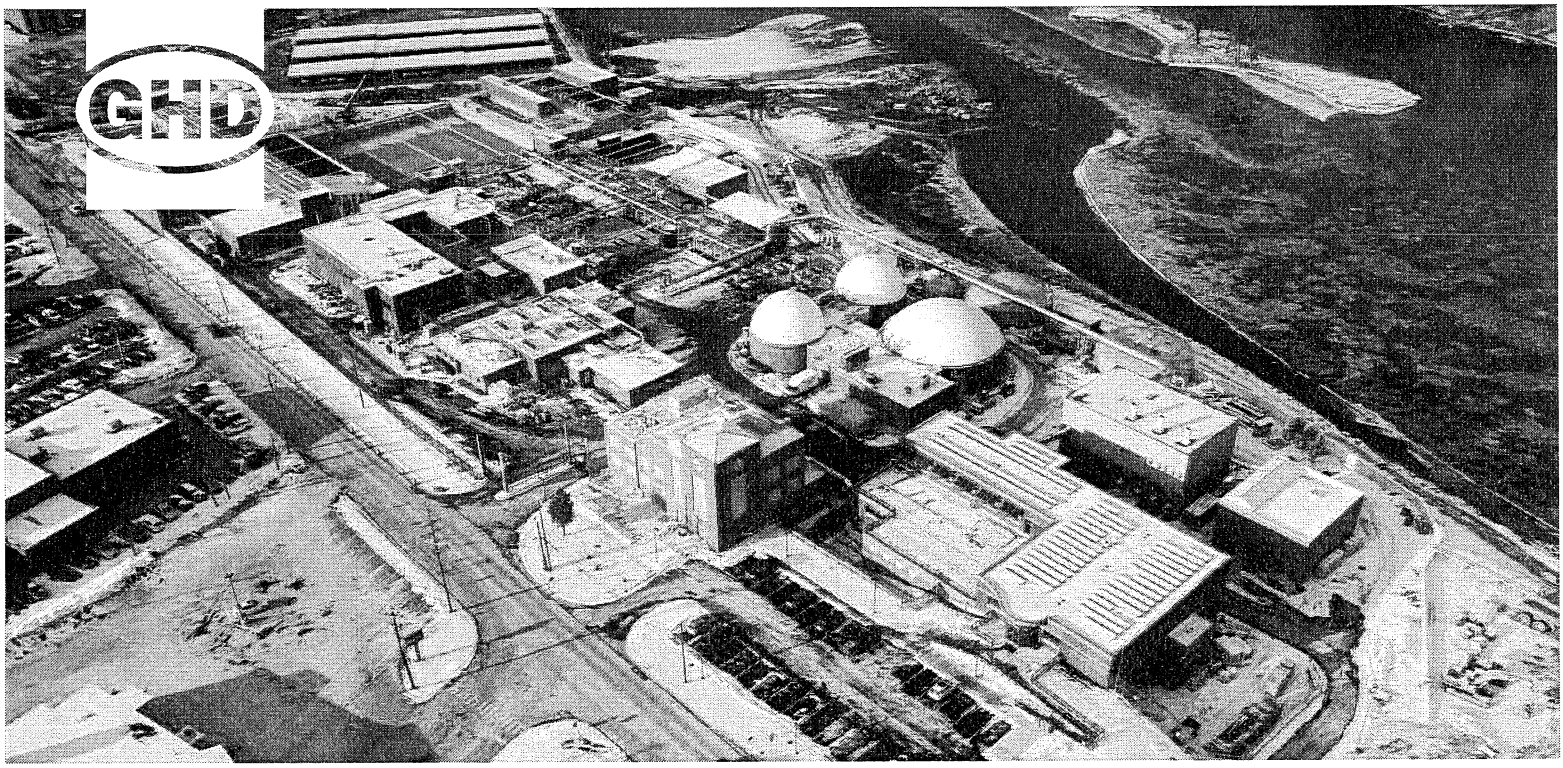

UV Disinfection

Client
City of Binghamton and Village of Johnson City, New York

Date
Ongoing

Total Project Cost
$5M (of an overall $200M project)

Project Team Involvement
Jason Greene, PE, BCEE
Chad Angle, PE

Project Reference
Ron Lake
City Engineer
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Project Description

In September 2011, significant flooding associated with Tropical Storm Lee inundated the Binghamton – Johnson City Joint Sewage Treatment Plant (BJCJSTP or Plant) and key equipment throughout the entire facility was damaged, including significant damage to the Biological Aerated Filter (BAF) facilities. Since 2011, much of the Plant has been inoperable or performing poorly due to process system failures, BAF structure failure, Tropical Storm Lee flood damage, and general age/wear of process equipment.

The principal goal of the overall restoration and rehabilitation project was to reconstruct a functioning, automated secondary treatment process using a BIOSTYR system that can meet the SPDES Permit discharge limits. Integral to the BIOSTYR system are other processes that must also be reconstructed or upgraded. These related processes include the headworks and primary clarification upstream of the BIOSTYR system, and the disinfection and solid handling down-stream of the BIOSTYR system.

An Order on Consent by the New York State Department of Environmental Conservation requires that reconstruction be complete by April 1, 2017. Compliance with the discharge limits in the SPDES Permit is required by August 1, 2017. These dates dictate following a relatively aggressive project schedule.

The existing disinfection system at the plant utilized liquid chlorine to achieve disinfection and liquid sodium thiosulfate to remove excess chlorine prior to discharge. There was limited space available for a replacement system resulting in a very tight site to work with for the disinfection system.

GHD completed a UV evaluation along with pilot system effluent sampling that enabled a precise UV selection. An inclined style UV disinfection system was selected, for a peak flow of 72 mgd. The UV system consists of two channels, with 4 banks per channel and 3 module per bank for a total of 12 modules. The system was comprised of 288 lamps with a maximum power at peak design of approximately 200 kW.

The UV system selection was successfully designed to permit the use of an existing off-line chlorine contact tank saving significant capital costs and construction schedule associated with new tankage. The existing chlorine ton container building and sulfur dioxide storage facility were repurposed for other treatment process components. The repurposing of existing tankage and chemical storage facilities provided cost effective solutions for a major treatment plant restoration and rehabilitation with in a small and confined treatment plant property.

Because of the condition and age of the chlorine disinfection system, opportunities for converting the disinfection process to a UV disinfection system were considered as part of the overall plant restoration and rehabilitation project.

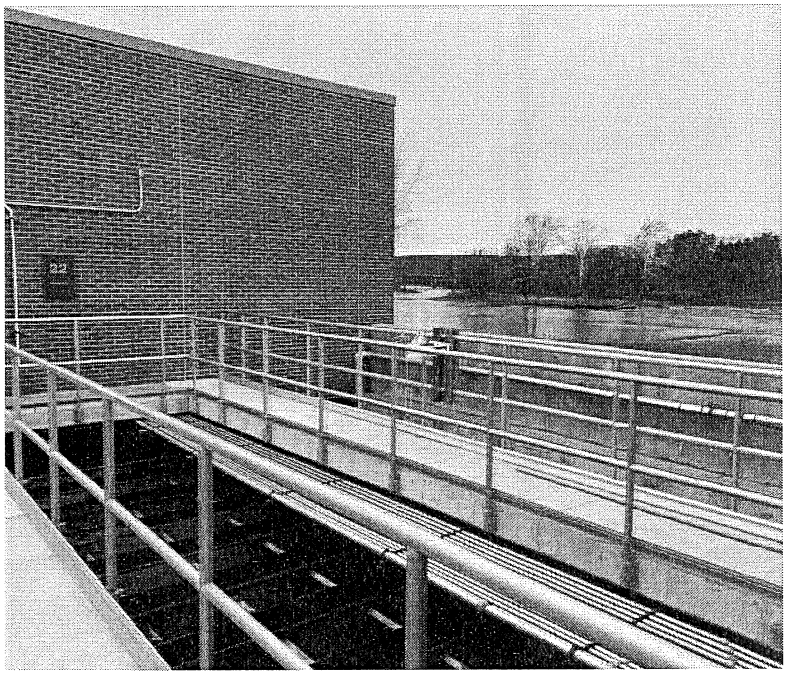
GHD worked with a number of national UV manufacturers to review various UV options and layouts. The preferred design approach was to use existing, and out of service, chlorine contact tanks for the new UV facility. GHD conducted an evaluation of capital and O&M costs of various UV systems to determine the most cost-effective process from both an initial capital investment and long term operational costs.

GHD also worked with UV vendors to obtain effluent samples from an existing on-site Biological Aerated Filter (BAF) pilot system. The BAF effluent samples were collected and sent to each UV vendor's laboratory for water quality and collimated beam analysis. A dose response curve was developed from the BAF pilot effluent sample and a minimum UV dose was selected and specified based on the dose response curve results.

The UV disinfection system design criteria were:

- Minimum daily flow 13.0 mgd
- Average daily flow (ADF) 25.0 mgd
- Peak hour flow 72.0 mgd
- UV transmittance Minimum 65%
- 30-day average TSS 30 mg/L
- Fecal limit 200 MPN/100 ml

Based on an engineering alternatives analysis it was decided to convert from chlorine to UV disinfection. The existing disinfection tankage (CCT #1) at the plant will be repurposed as the UV disinfection system. Three UV manufacturers (Trojan, WEDECO, and Ozonia) were considered and the WEDECO Duron UV system was recommended.

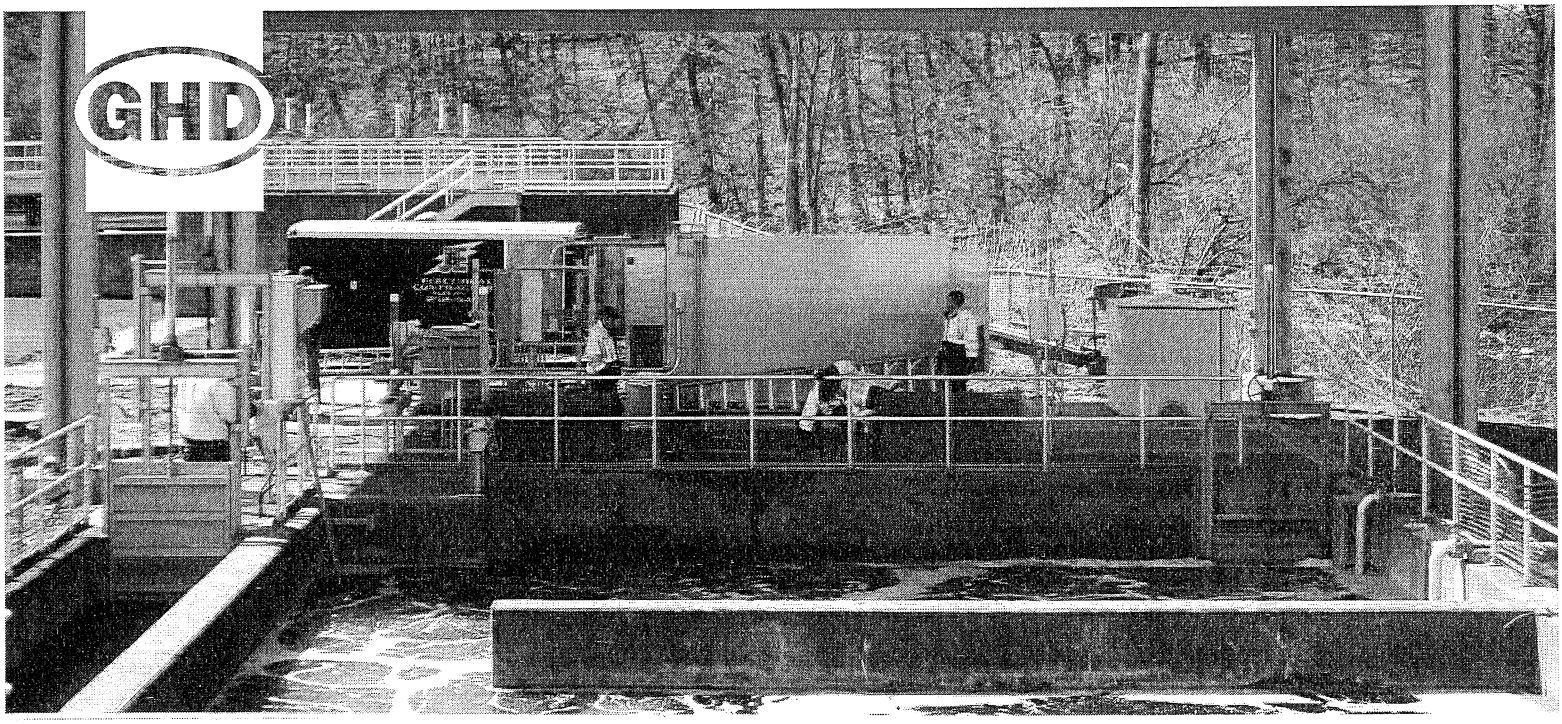


Project Outcome

GHD completed a UV evaluation along with pilot system effluent sampling that enabled a precise UV selection. An inclined style UV disinfection system was selected, for this ongoing project. The UV system consists of two channels, with 4 banks per channel and 3 module per bank for a total of 12 modules. The system was comprised of 288 lamps with a maximum power at peak design of approximately 200 kW.

The UV system selection was successfully designed to permit the use of an existing off-line chlorine contact tank saving significant capital costs and construction schedule associated with new tankage. The existing chlorine ton container building and sulfur dioxide storage facility were repurposed for other treatment process components. The repurposing of existing tankage and chemical storage facilities provided cost effective solutions for a major treatment plant restoration and rehabilitation with in a small and confined treatment plant property.

To offset some of the electrical use, GHD designed and constructed a 20 kW solar array that we integrated into the new Administration Building.



WWTP UV Disfection System Replacement

Client
City of Auburn, New York

Date
2020

Total Project Cost
$2.4 M

Project Team Involvement
Jason Greene, PE, BCEE
John Story, PE BCEE

Project Reference
Seth Jensen, PE
Director of Municipal Utilities
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Project Description

The City of Auburn's UV Disinfection system was over 20-years old and the equipment was beginning to fail. An 2018 inspection report issued by the New York State Department of Environmental Conservation (NYSDEC) requested that the City provide a plan to address the failing equipment and controls. The NYSDEC also indicated that the UV disinfection system was operating below capacity (allowable operating peak at 19 mgd compared to a rated capacity of 25 mgd). The settled sewage pumps, which discharge flow from the primary clarifiers to secondary treatment, were also performing below peak capacity due to their age; and the grit classifers were also in need of replacement.

GHD was retained by the City of Auburn for design and construction services associated with replacement of the UV system, pump and grit classifier. The existing system was a Trojan UV 4000 medium pressure-high intensity unit. The existing system was installed into a single channel. The existing system was intended to have a 25.4 mgd capacity. However, high flow velocity caused throughput to be limited to approximately 19 mgd; greater flows would result in excessive vibration and cracking of the quartz sleeves. The unit was required to operate year-round. With the facility located outside, and downstream of a re-aeration tank, algae would accumulate on the UV equipment during the summer.

GHD worked with three different UV manufacturers (Trojan, WEDECO and SUEZ) to develop design criteria for the replacement system. Criteria include dose, headloss limitations, instrumentation and control requirements, and maximum flow velocity. Because each manufacturer's equipment had a different configuration, it was determined that the UV equipment would be pre-

procured. GHD developed a pre-procurement specification with a Best Value Selection approach that met New York State Municipal Law. Scores were assigned for equipment cost, guaranteed maximum energy use, and delivery schedule. Suez was ultimately selected as providing the best value system.

The Suez system was a vertical based lamp system with a redundancy to permit system operation with one module out of service to maintenance. The existing channel required modification using fill concrete, and to accommodate a different weir gate. The channel length also was longer than the existing UV 4000 system; however, sufficient length was determined to be available to meet hydraulic approach and discharge conditions. Slide gates were replaced so the system also could be bypassed when necessary.

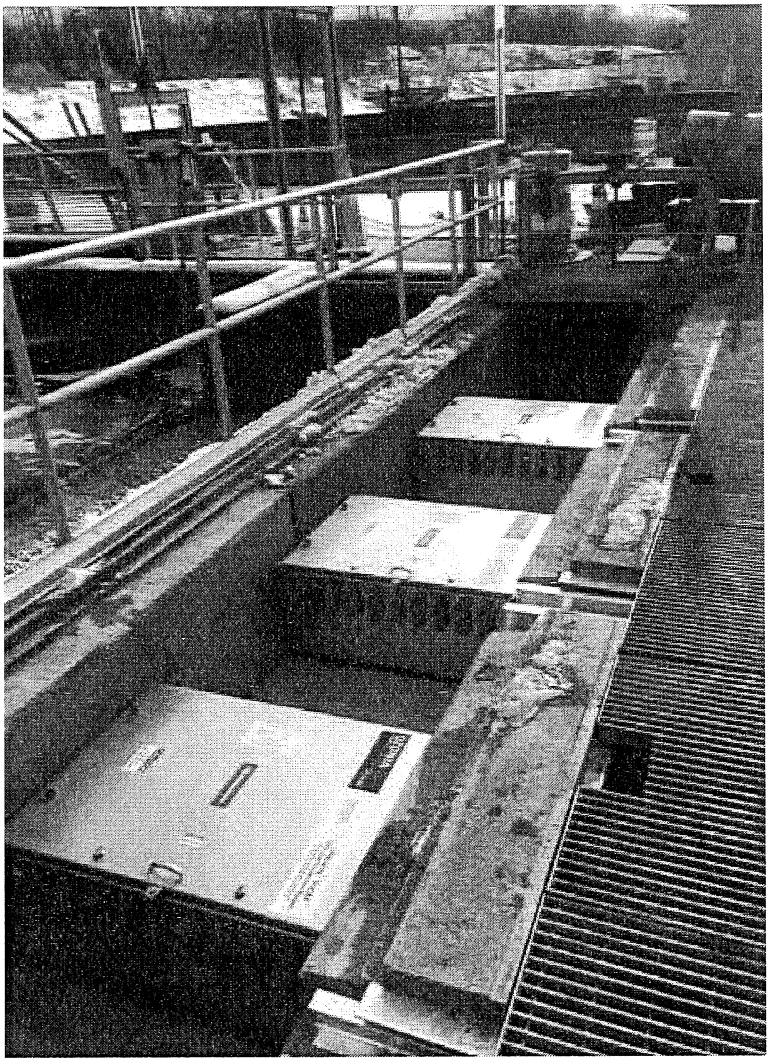
Modifications were incorporated to provide a new power distribution panel, control panel with connection to the plant-wide SCADA system, and replacement of the MCC breakers and electrical cable. The automatic sampler enclosure was replaced and a phosphorus analyzer installed. An pre-engineered steel structure was installed over the UV channels and electrical/controls to mitigate algae formation and facilitate winter maintenance. A hoist and rail were provided to facilitate removal of the lamp modules.

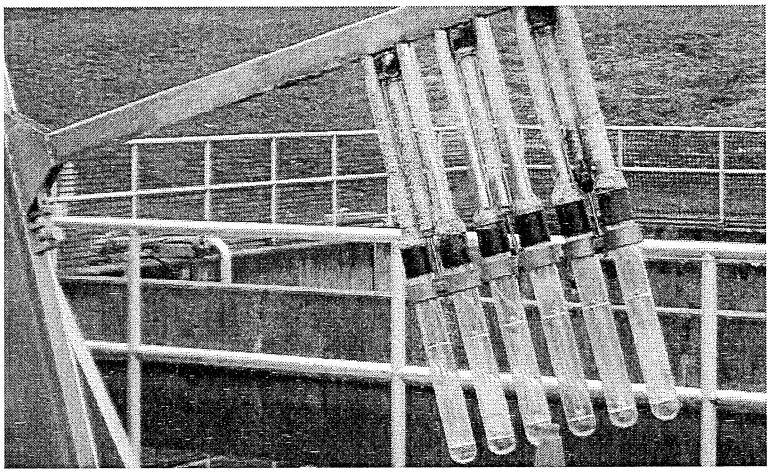
The discharge permit requires year-round disinfection of WWTP effluent. Therefore, GHD designed a temporary chlorination and dichlorination system to meet this requirement while the UV system was being replaced.

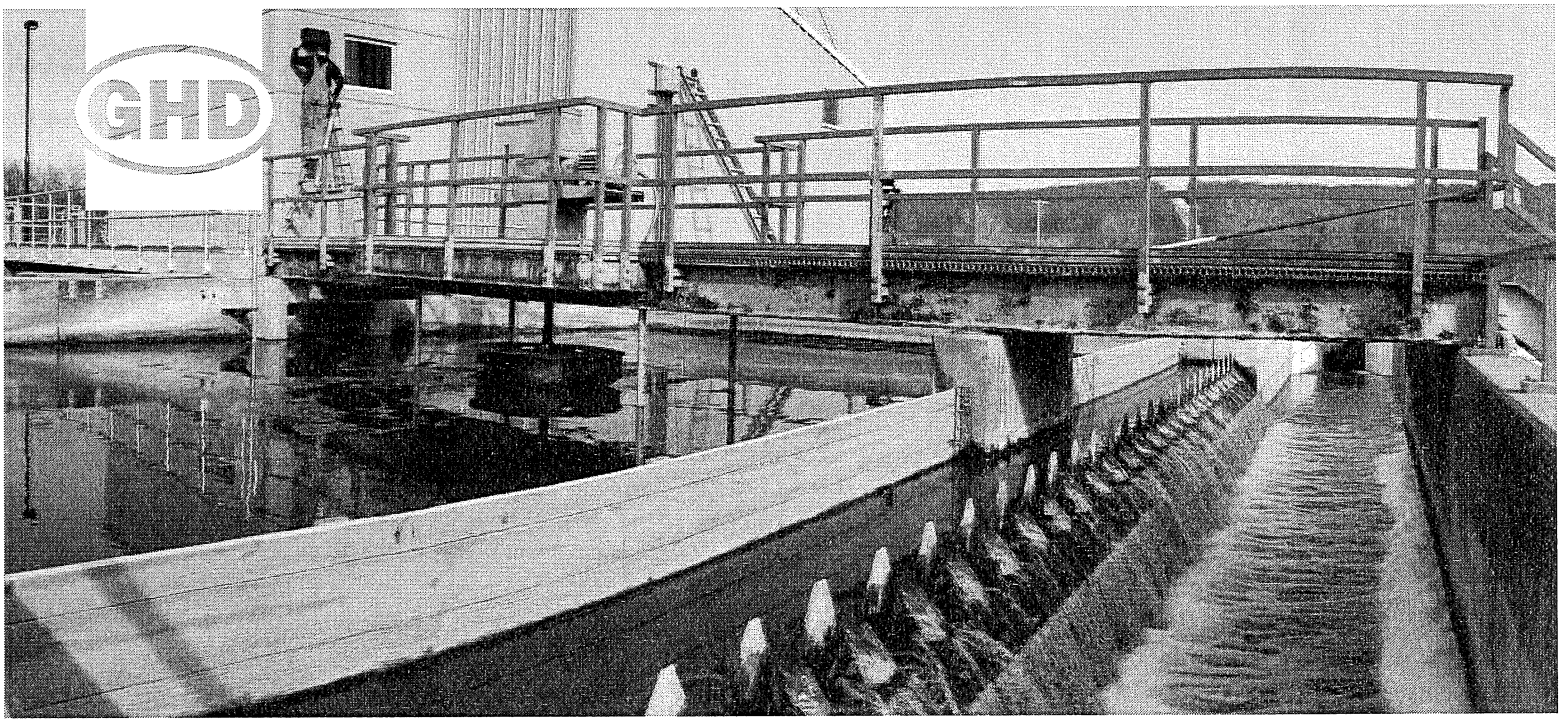
The project also included replacement of the grit classifiers, three 150-hp settled sewage pumps, and modification of the pump station bridge crane to permit replacement of the pumps.

Project Outcome

The use of pre-procurement had a successful outcome, as the detailed submittal drawings enabled development of a clear design documents. The improvements permitted the Auburn WWTP to operate at its 25.4-mgd capacity.







UV System Design and Implementation

Client
Chemung County Elmira Sewer District, New York

Date
2021

Total Project Cost
$6M

Project Team Involvement
Jason Greene, PE BCEE
Ariel Judd, EIT

Project Reference
Ali Rennie, EIT
Senior Wastewater Engineer
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Project Description

Chemung County owns and operates the 12.0 million gallons per day (mgd) Milton Street Wastewater Treatment Facility (WWTF) with a peak flow of 20 mgd. The treated wastewater is discharged to the Chemung River under a State Pollutant Discharge Elimination System (SPDES) Permit. In addition, the County also owns and operates a second plant, the 12.2 mgd Lake Street Wastewater Treatment Plant (WWTP) with a peak flow of 20 mgd as well. Chemung County was assessing the feasibility of consolidating the Lake Street and Milton Street facilities into a single facility. Since the Milton Street WWTF is newer and situated on a larger site, the Lake Street WWTP was being assessed to be decommissioned; with wastewater conveyed to the Milton Street WWTF, resulting in a single facility with a potential peak flow of 40 mgd.

As a result, when the NYSDEC issued a modified SPDES permit for the Lake Street WWTP that included new seasonal fecal coliform and residual chlorine limits for effluent disinfection, and knowing that NYSDEC would be issuing a similar SPDES permit modification to the County's Milton Street WWTF; the County requested and was granted permission to meet the disinfection requirements at the Milton Street WWTF before the Lake Street WWTP. This approach allowed the County to avoid sinking capital assets into the Lake Street WWTP, slated for potential decommissioning, and thus allowing time for the County to complete the assessment on the feasibility of consolidation.

GHD recommended UV disinfection of Milton Street WWTF effluent that includes an open channel UV disinfection system retrofitted into the one of the existing chlorine contact tanks, a new UV disinfection enclosure, and new emergency power generator.

Project Outcome

GHD provided design, bidding and construction phase services for the implementation of a new UV disinfection system. The system was designed for 20 mgd treatment capacity, configured to accommodate doubling the system capacity to 40 mgd in the event of future consolidation of the two County facilities.

The UV disinfection alternative represented a higher capital and 30-year present-worth cost, but provided several major benefits based on non-cost factors.

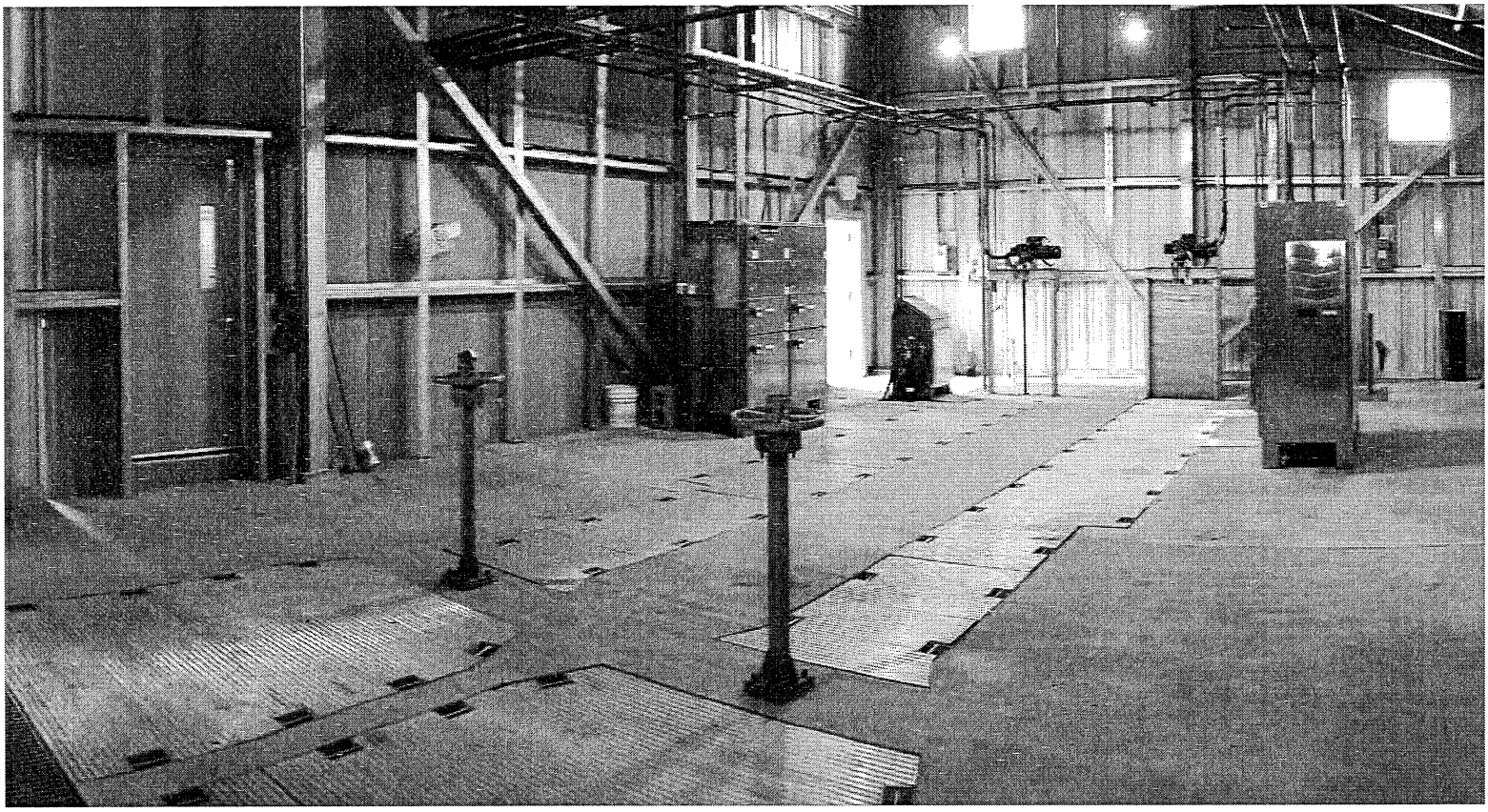
- Total Residual Chlorine – The UV treatment system provides effluent disinfection without the addition of chlorine, eliminating any concerns associated with meeting the effluent residual chlorine limits.
- Operation and Maintenance – UV treatment provides ease of operation, eliminating the need to operate and maintain major chemical storage and feed facilities, including Improved health and safety for operators.
- Water Quality and Effluent Toxicity – Due to the lack of chemical addition associated with the UV disinfection system, this alternative minimizes toxicity concerns in the plant effluent that can be observed with chemical disinfection.
- Eliminates compliance concerns associated with Chemical Bulk Storage Regulations.

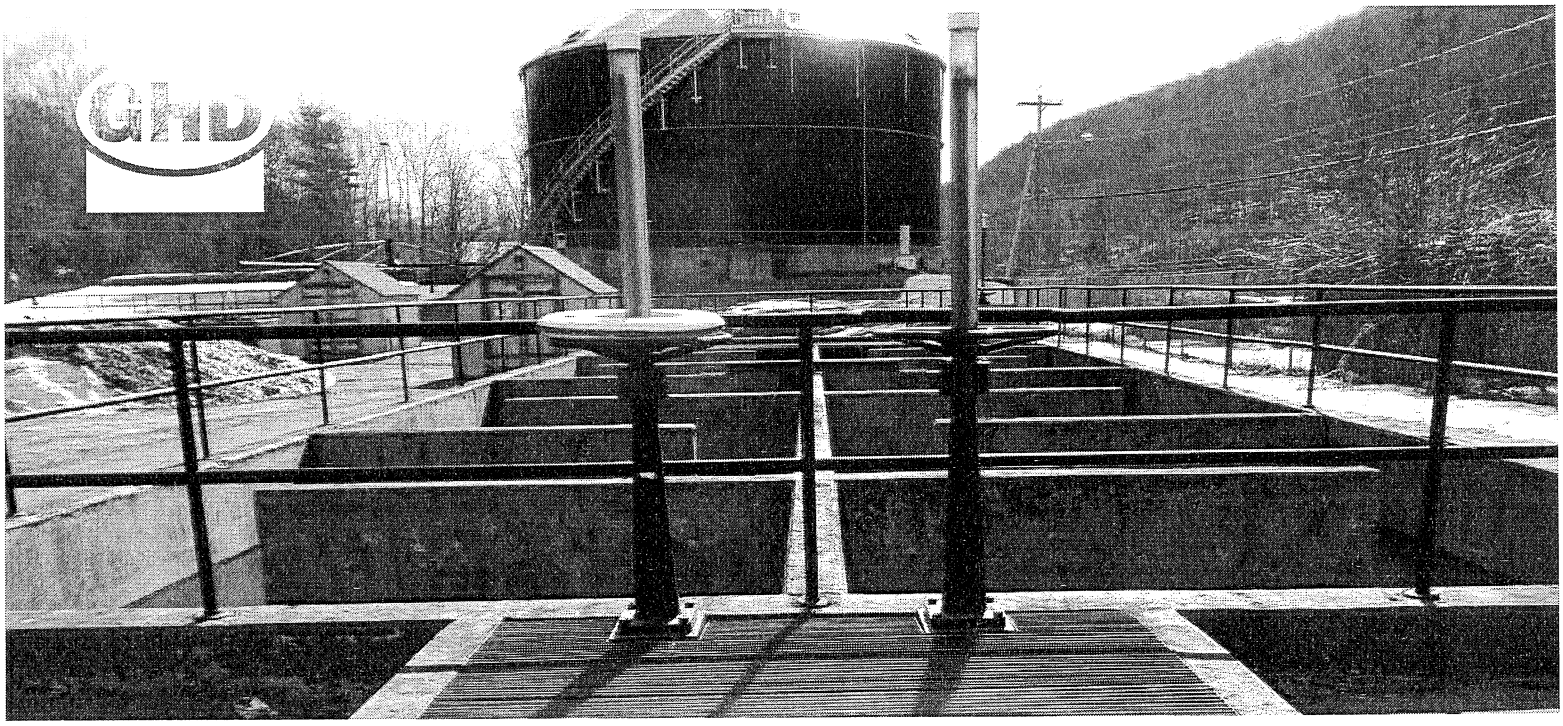
For these reasons, UV disinfection was selected and implemented as the recommended alternative. The new UV system was an open channel inclined type unit, set up in a 2-channel configuration and retrofitted into an existing chlorine contact tank. The system was designed to fit within the existing hydraulic grade line, using gravity flow.

Other notable features incorporated into the UV system for the Milton Street WWTF include the following:

- New Parshall Flume – A new effluent flow metering flume was designed into the plant's outfall line, including a removable flume insert for expandability to accommodate over 40 mgd.
- Seasonal Bypass – The ability to completely shut down and bypass around the new UV system was provided to allow for idling of the facility during disinfection offseason and allow for access, maintenance, and repairs to the UV system and structure.

As a secondary evaluation to the disinfection requirement for the Milton Street WWTF, the option of disinfecting both the Milton and Lake Street flows at the Milton Street facility was evaluated. This analysis considered two disinfection alternatives: (1) chlorination/dechlorination; and (2) UV disinfection. For both alternatives, the effluent from the Lake Street WWTP would need to be conveyed to the Milton Street facility.





UV Disinfection

Client
The City of Little Falls, New York

Date
Ongoing

Total Project Cost
$8.6M

Project Team Involvement
Jason Greene, PE BCEE

Project Reference
Chester P. Szymanski III, PE
City Engineer
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Project Description

The City of Little Falls (City) WWTP has been in service since 1972 and was originally designed with a chlorine contact tank for liquid sodium hypochlorite disinfection of the plant's effluent. The WWTP's SPDES permit was revised in 2019 to include a requirement to provide seasonal disinfection and limits for Fecal Coliform and Total Residual Chlorine (TRC). GHD was retained in 2020 to provide the design of a UV disinfection system to assist the City with meeting their new permit requirements.

Designing the new UV disinfection system for the City required designing a system that could be retrofitted into the existing chlorine contact tank and making structural modifications to the tank. In evaluating the hydraulic conditions surrounding the UV disinfection system, it was determined that the WWTP required a final effluent pumping system to meet the contemporary requirements for WWTP operation during significant flood events (100-year and 500-year storms).

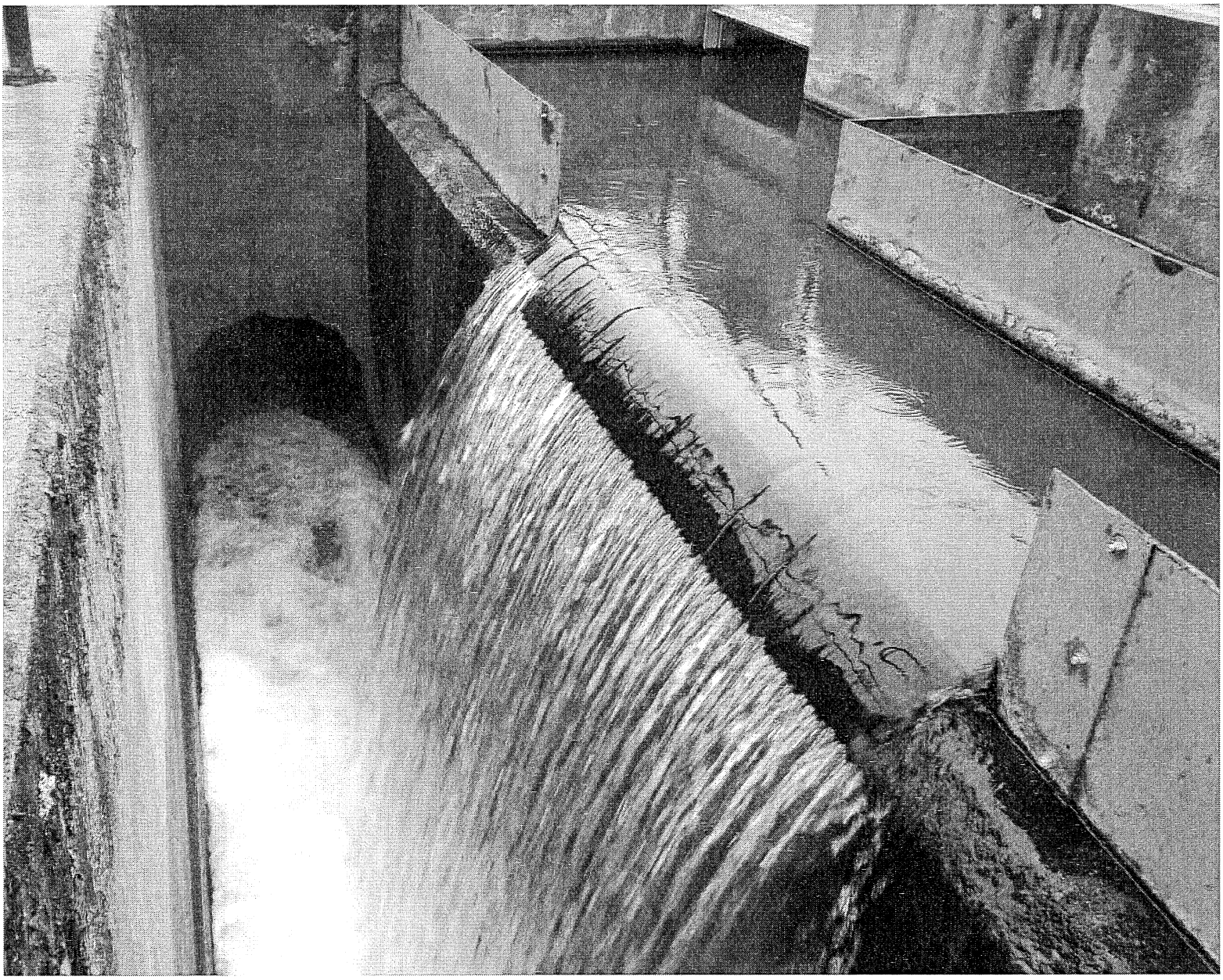
Additionally, the WWTP was in need of updates and improvements to their electrical and controls systems to address reliability, operational, and safety issues. The plant lacked an adequate stand-by electrical generator to provide continuous electrical service during power outages and serve the additional electrical demand from the new UV system. The plant also needed an upgrade to the main MCC which has surpassed its useful life and has been identified as a potential safety hazard. The WWTP also had a very limited SCADA system for remote monitoring (run status) of major plant equipment.

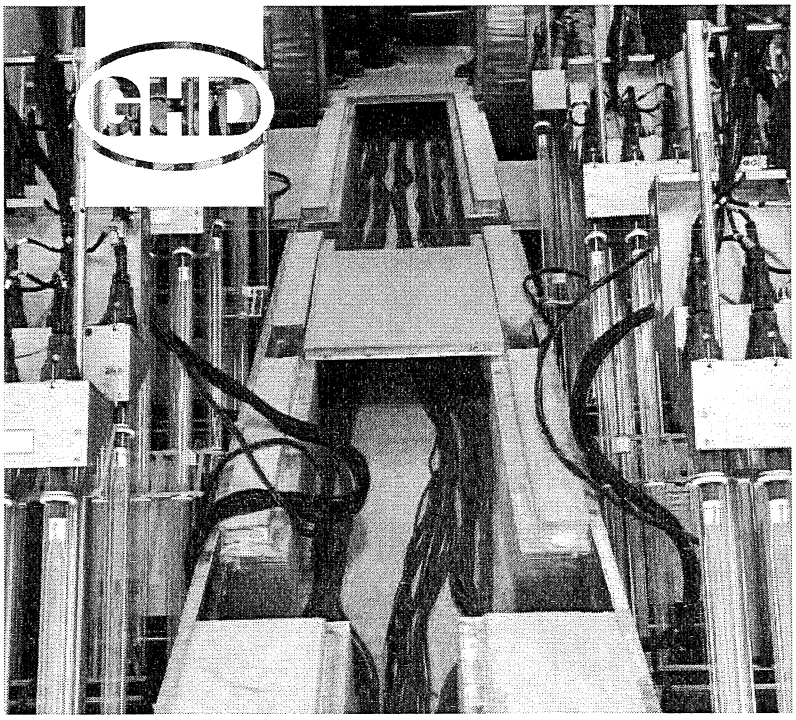
GHD produced a design that utilized the existing chlorine tank to provide one channel for UV disinfection and one bypass channel to be used when the WWTP is not disinfecting or if the UV system requires in-channel service. The hydraulic limitations were addressed with the design of an effluent pumping system to convey maximum plant flow during condition of high river stage without backing up upstream plant processes. The design also includes the necessary upgrades to the WWTP's electrical and SCADA systems including

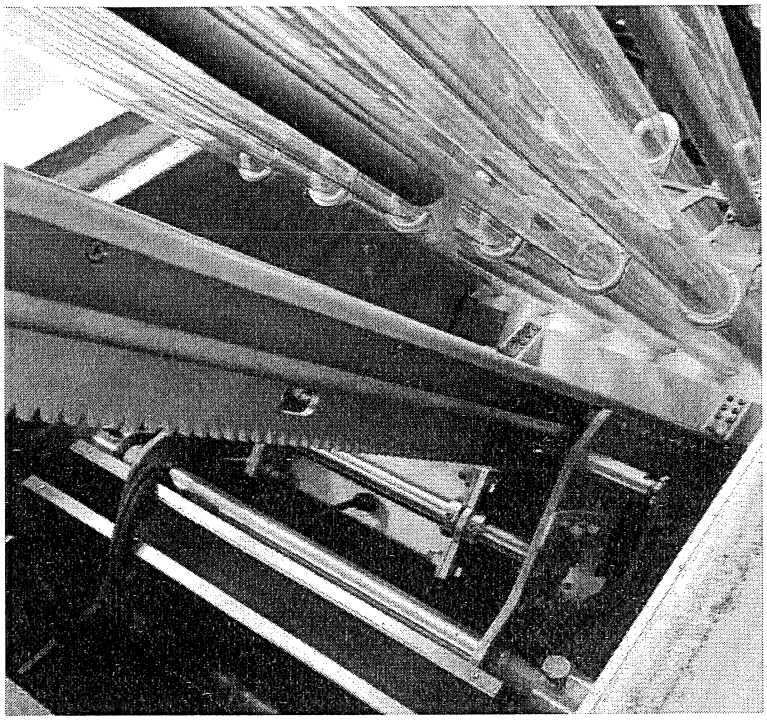
a new backup generator sized to allow the WWTP to maintain operations and provide continuous treatment during power outages.

Project Outcome

GHD worked closely with the City and WWTP operators to understand the operations of the plant and the needs of the operators. The project has received regulatory approval and will begin construction in early 2024. Once completed, the project will provide the City with the ability to meet the disinfection requirements of the updated SPDES permit and ensure consistent and quality treatment during adverse weather and emergency situations.







UV Disinfection System Evaluation and Design

Client
Penn Township, York County, Pennsylvania

Date
2021

Value
$1.2M

Project Team Involvement
Chad Angle, PE

Project Reference
Gene Lank
Wastewater Treatment Superintendent
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Project Description

In 2017 Penn Township found itself facing compliance issues at its Penn Township Wastewater Treatment Plant (PTWTP) after the Pennsylvania Department of Environmental Protection (PADEP) reduced the threshold to require no-detection limits of Total Residual Chlorine (TRC) for the effluent discharged into Oil Creek. With a long-standing relationship between GHD and Penn Township, and a little over two years to have a solution in place, the Township turned to GHD to design and oversee the construction of a system upgrade to meet the new standards and bring the PTWTP back into compliance.

The PTWTP treats both municipal wastewater and wastewater from local industry to total an average daily flow of approximately 2 MGD and up to 14 MGD peak hourly flow. At the time, wastewater was treated and disinfected using chlorine gas and dechlorinated using sulfur dioxide before being discharged to Oil Creek. During the Pre-Design we considered other options for treatment that would bring the Township back into compliance. We decided the best solution was an ultraviolet (UV) disinfection system, which offered the Township many benefits including a reliable process for achieving the non-detection limits of TRC's in the PTWTP effluent.

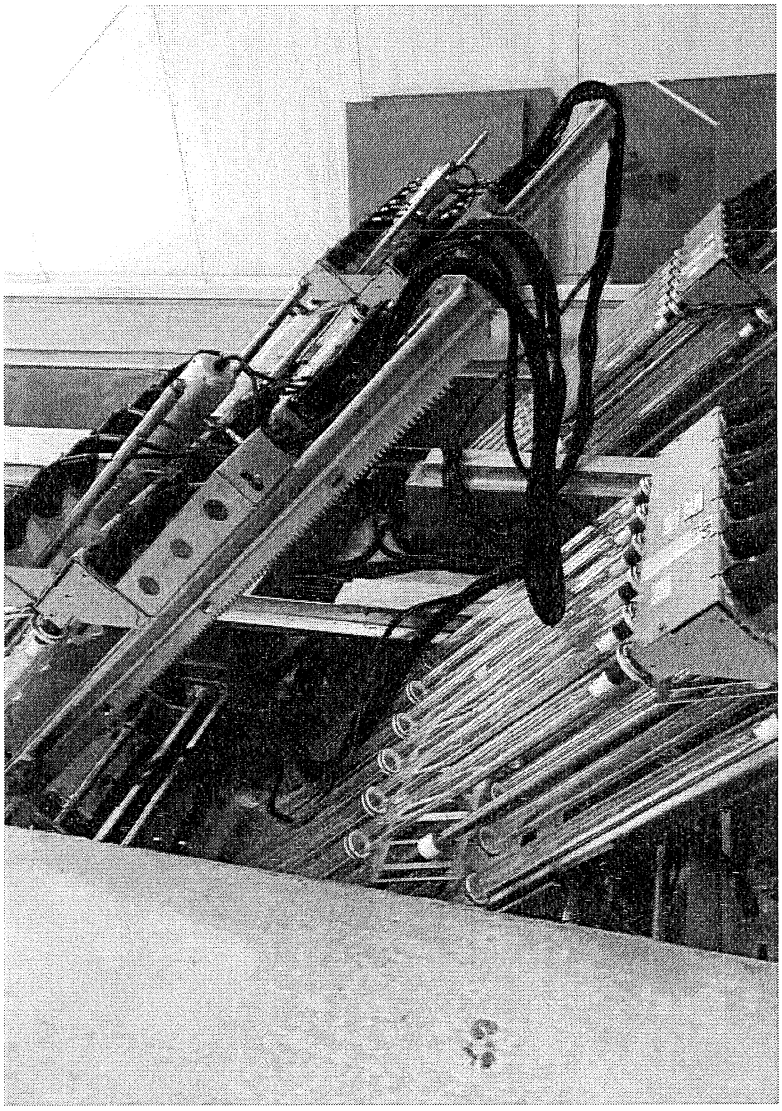
As part of this project, GHD conducted vendor meetings, assisted in bid solicitation, prepared design documents and cost estimates, and acted as a liaison between the Township and PADEP when applying for permits. We also oversaw the construction and implementation of the new system.

During the Pre-Design phase, GHD carefully evaluated several UV systems in pre-procurement to access the systems for both up-front capital costs, and operation and maintenance costs, including energy costs. With that information, we could

evaluate the overall life-cycle costs for a 20-year planning period to compare the UV systems. This diligent analysis resulted in cost savings for the Township over the total ownership of the system. We also selected equipment that fit our environmentally friendly and energy-conscious design. The UV system selected will replace the use of chlorine in the wastewater disinfection process, and the system includes the ability to manage the amount of light used based on system flow to save energy when flow levels are low.

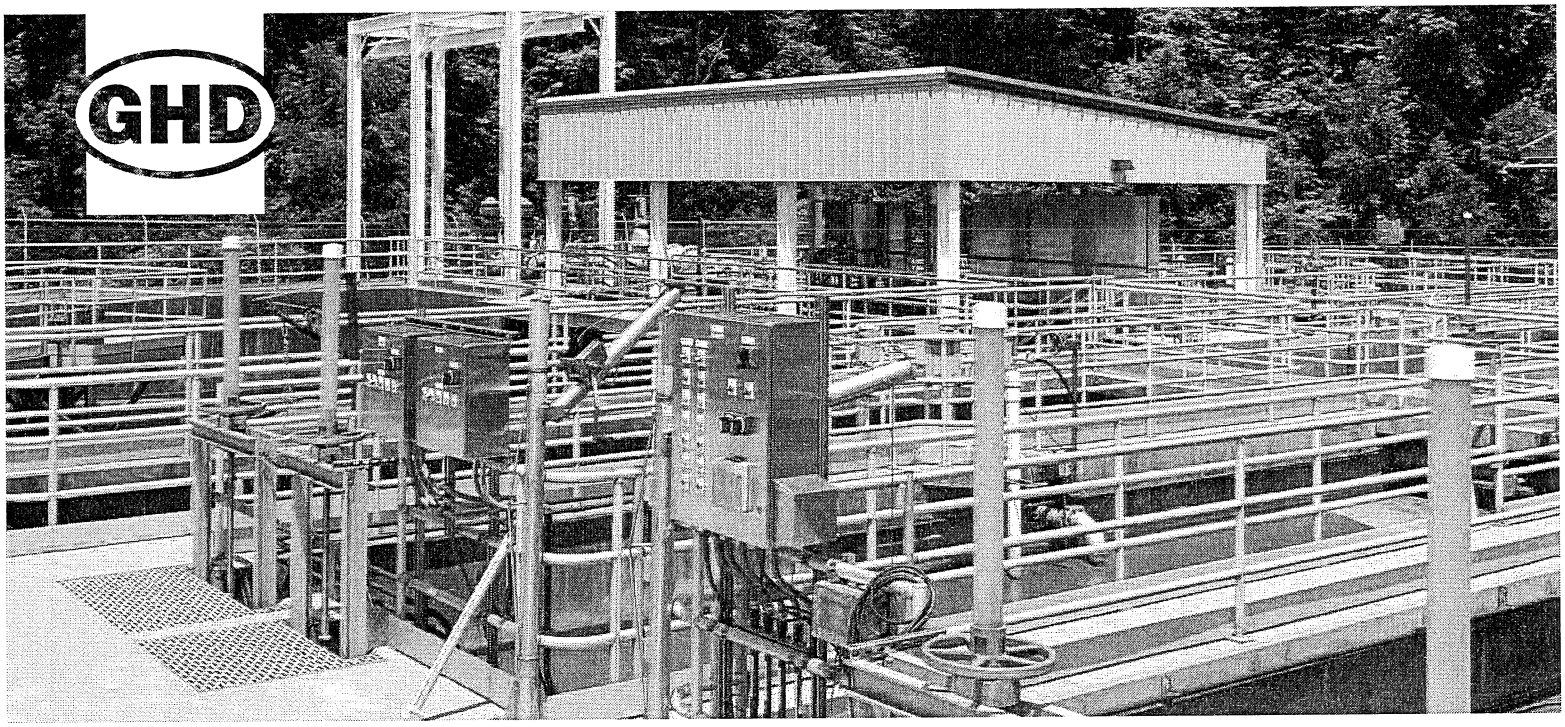
One of the biggest challenges with this project was its retrofit design. We needed to design a solution that could be implemented in the current site footprint and around the existing chlorine tank. We also needed to keep the plant operational. While the UV system was designed, constructed, and implemented we kept the plant hydraulics, chlorine disinfectant system, and effluent monitoring weir up and running. To do this, we designed a system that could be implemented on one side of the two-chamber chlorine contact tank while maintaining the existing chlorine disinfection process in the second chamber until the new UV system was ready to come online. Redundancy was also built into the system with a backup UV bulb and bank design, and by leaving one chamber of the chlorine contact tank operational.

Another challenge was the schedule, which was driven by the PADEP and gave the Township 56 weeks to develop and design a solution, and another year to implement it. We were able to do so by consistently reviewing project deliverables and maintaining thorough communications on design comments, as well as keeping in contact with PADEP regarding the project and status. This proactive communication allowed for efficient reviews and none of the regulatory surprises that tend to extend the schedule. Further, by conducting a thorough pre-procurement, the Township and General Contractor were able to quickly get underway and reduce time in contracting with the UV vendor.



Project Outcome

GHD completed this project on time and was able to bring Penn Township back into compliance with a system that is reliable, environmentally friendly, and cost conscious.



UV Disinfection System Design

Client
Peters Township Sanitary Authority, McMurray, Pennsylvania

Date
2022

Value
$3.2M

Project Team Involvement
Chad Angle, PE

Project Reference
Enoch Jenkins
Authority Manager
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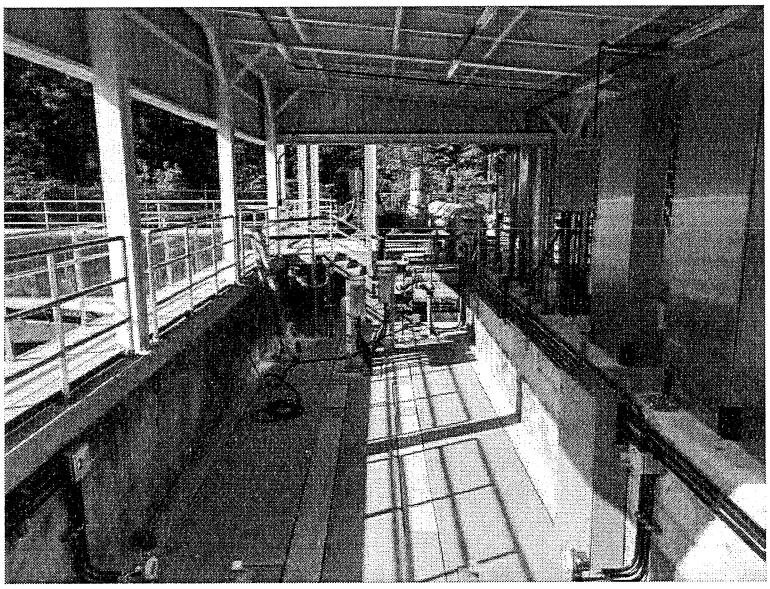
Project Description

Peters Township Sanitary Authority (PTSA) operates and maintains the Brush Run Water Pollution Control Plant (WPCP). The facility is currently rated for a permitted average daily flow of 2.0 MGD and an organic loading capacity of 3,956 lbs BOD5 /day. The facility used chlorine gas for effluent disinfection which generated disinfection byproducts (DBPs) that discharged to the Brush Run creek.

As part of the National Pollutant Discharge Elimination System (NPDES) permit renewal, the Pennsylvania Department of Environmental Protection (PADEP) placed numerical limits on DBPs, specifically dichlorobromomethane (DCBM) and chloroform. PTSA conducted extensive sampling in 2019, and the results indicated that Brush Run WPCP would not be able to meet the effluent limits of DCBM and chloroform consistently if the current chlorine disinfection practice was continued. PTSA turned to GHD for help in bringing their system into compliance. GHD has been a trusted consultant to PTSA for more than 15 years, and together we decided the best solution was to replace the existing chlorine disinfection system with a new UV disinfection system, which would be installed in one of the two existing chlorine contact tanks. We knew the schedule needed to move quickly to bring the UV disinfection system into operation and operating as intended to meet the permit compliance schedule. Additional design considerations included the following:

- Install the new UV disinfection system within one of the two chlorine contact tanks. This was particularly important to avoid the construction of a new structure in the floodplain.
- Avoid impacting the hydraulics of upstream treatment processes.



- Maintain the existing disinfection facility in operation during construction.
- Emphasize low maintenance requirements.
- Minimize energy consumption with the ability to turn down the UV system output to match low flows.

We evaluated three types of UV disinfection systems for this project: horizontal systems, vertical systems, and inclined systems. Our design concept was a two-channel system design for improved maintainability, redundancy, and flow control via effluent weirs for a reliable flow distribution. It was especially important for PTSA to keep both UV channels open all the time as the facility is not staffed 24/7 and historically the Brush Run WPCP experiences a wide range of flows entering the facility. The UV disinfection system had to be able to handle the peak design flow of 15 MGD as well as treat low flows economically. Thus, the UV turndown ratio and power consumption at low flows was a critical factor.

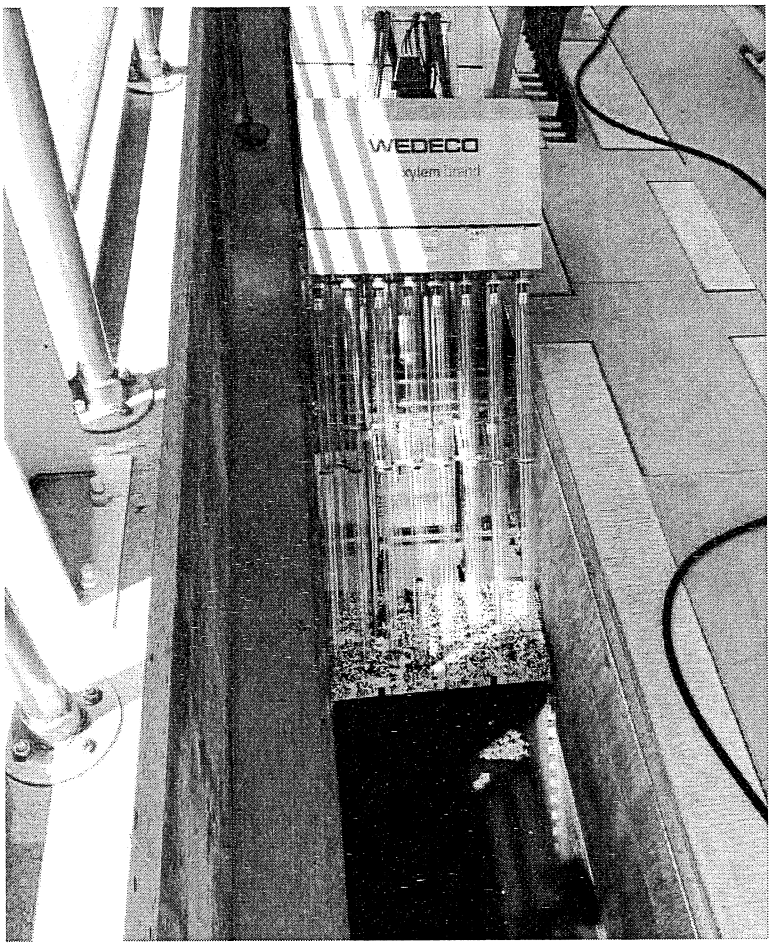
The horizontal system we evaluated did not fit within the existing chlorine contact tank footprint. The vertical system, represented by Ozonia-Suez's Aquaray 40 HO system, required additional lifting equipment to remove the UV equipment from the channel that was difficult to accommodate in the existing footprint. Its power consumption was also significantly higher under normal flow conditions. The inclined system fit within the existing chlorine contact tank, resulted in easier maintenance due to the automated removal mechanism, and had the best turndown capabilities at low flows. Based upon the evaluation, the inclined UV disinfection system was selected as the basis of design for this project. Two well-known manufacturers, Trojan and Wedeco-Xylem, offer inclined UV disinfection systems that are very similar and would meet the disinfection needs of the facility.

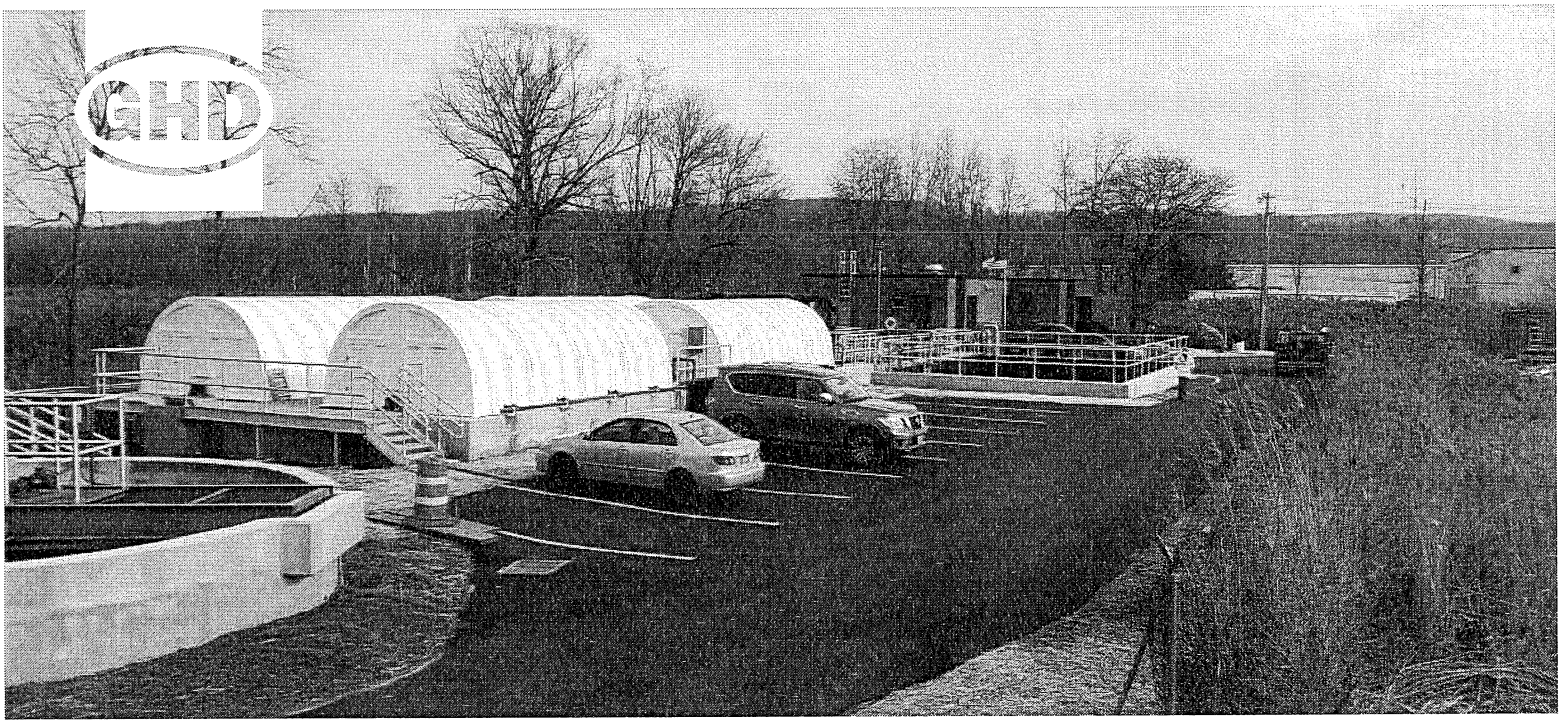
GHD led a preselection process to select the most responsive UV manufacturer to use as the basis of design for this project. Approaching the project this way provided the following advantages: (1) the upgrades could be designed around a specific manufacturer and model, so the design was better optimized and (2) designing around a specific manufacturer and model improved coordination during design and construction. Our preselection process required the bidding manufacturers to provide a capital cost price along with specific operation and maintenance (O&M) costs that were then assigned a 20-year escalation cost.

With the above conditions in mind, the design of the new UV system installed in the existing chlorine contact tank needed to protect the UV system from flooding, avoid adverse impact to upstream final clarifiers, and maintain free discharge from final clarifier effluent weirs under all flow conditions. We determined an effluent pumping system with an associated automatically controlled effluent gate was therefore required for this project.

Project Outcome

The design and implementation of the new UV disinfection system was completed on schedule and within budget. We were happy to continue our long-standing relationship with PTSA by helping the Authority return to a compliant state with a system that is reliable, energy conscious, and requires low maintenance.





Wastewater Treatment Plant Improvements

Client
Ontario County, New York

Date
Ongoing

Total Project Cost
$6.5M

Project Team Involvement
Jason Greene, PE, BCEE
Ariel Judd, EIT

Project Reference
John Berry
Deputy Commissioner
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Project Description

Ontario County owns and operates a municipal wastewater treatment plant, the Honeoye Lake Wastewater Treatment Plant (WWTP), which serves the Honeoye Lake community. The facility has a rated capacity of 0.5 million gallons per day.

The Honeoye Lake WWTP was originally constructed in the late 1970s. In its prior configuration, the plant provides micro screening, flow equalization, secondary treatment, and effluent filtration. The secondary treatment system contained Rotating Biological Contactors (RBCs) followed by circular clarifiers. Effluent filtration was provided by sand filters prior to discharge through the outfall to Honeoye Creek.

The NYSDEC issued a revised SPDES permit requiring seasonal disinfection of treated effluent to Honeoye Creek. The new permitted disinfection requirements include effluent fecal coliform (200 mpn/100mL) and residual chlorine (0.02 mg/L) limitations.

In addition to the disinfection requirements, the WWTP was also required to eliminate overflows, which involved evaluating hydraulic restrictions within the process and increased filter capacity, while working with limited site space and complicated environmental factors. The County also requested replacement of the existing RBCs.

GHD worked with the County and regulators to develop a solution to meet the needs of all interested parties.

GHD worked closely with the Owner and NYSDEC to negotiate the scope of the required facility improvements and to position the County to receive a strong grant finance package with support from NYSDEC. This was critical for

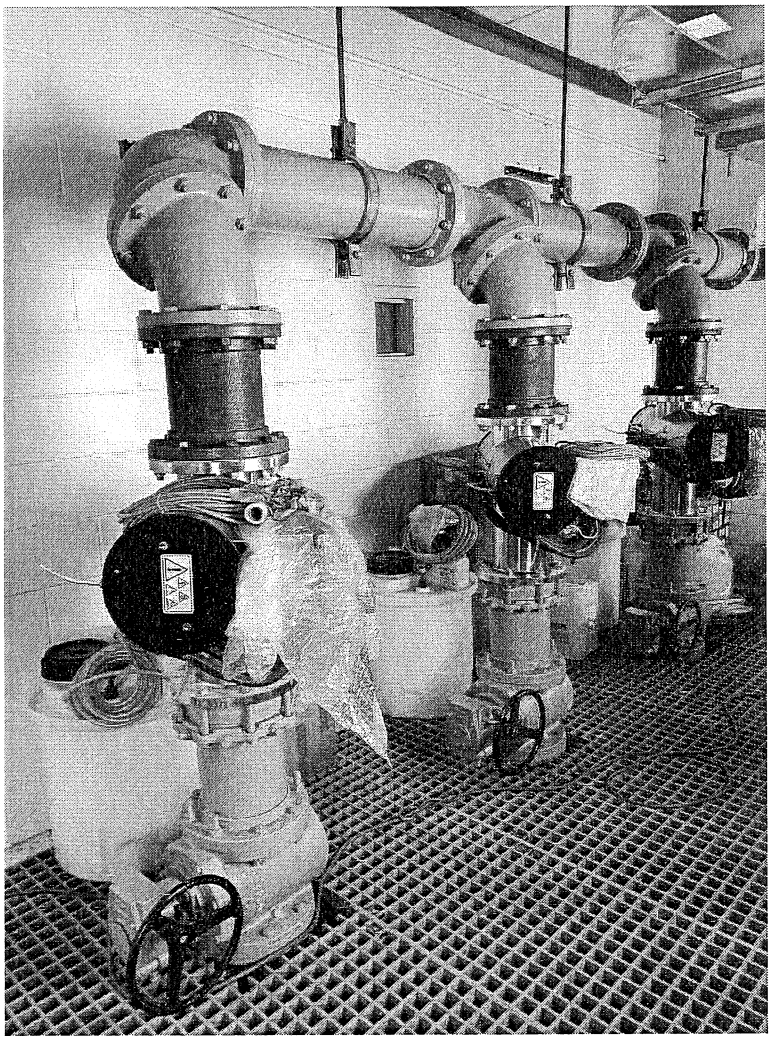
the community to help defray the costs for the project, as there is a very small user base for the WWTP. GHD assisted the County with grant applications and discussions with NYSDEC, which ultimately resulted in the County receiving both a WQIP grant and WIIA grant. In total, the County received $4.3M in grant funding with an estimated project cost of $6.7M.

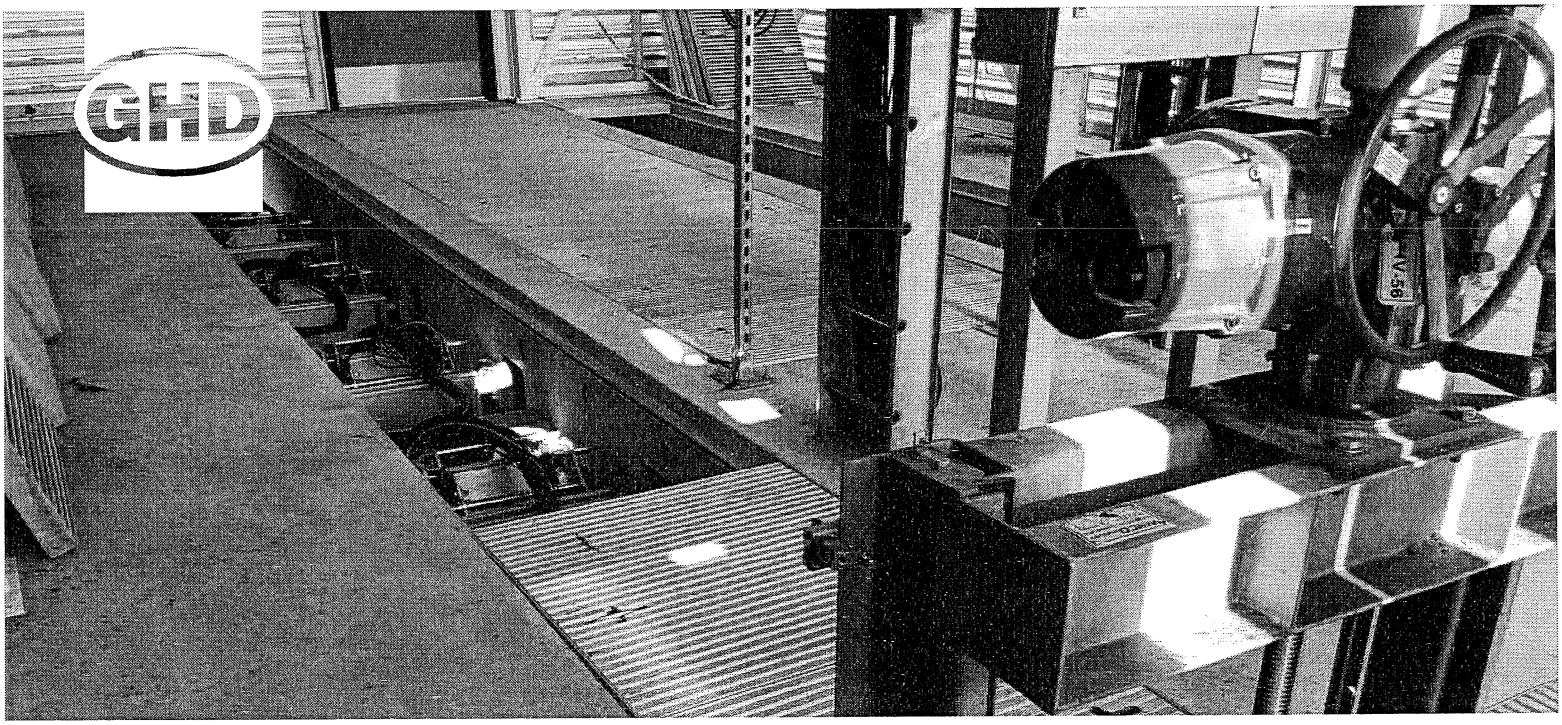
Services provided by GHD in connection with the disinfection and other upgrades for this project included:

- Evaluation of disinfection technologies (Chemical chlorination and dechlorination, Peracetic acid, Ultraviolet disinfection). Life cycle costs as well as operational advantages and disadvantages of the alternatives were assessed to determine the recommended disinfection technology. This assessment resulted in GHD recommending Ultraviolet disinfection for the Honeoye Lake WWTP.
- Evaluated UV transmittance and collimated beam testing results to assess the viability of UV disinfection.
- Design of in-vessel UV disinfection system.
- Evaluation of hydraulic profile to eliminate overflows.
- Design of modifications to existing structures and piping to minimize hydraulic restriction and eliminate overflows.
- Evaluation of tertiary filter technologies to replace the existing down flow sand filters and increase filter capacity.
- Design of cloth media filters.
- Evaluation and design of RBC replacement.
- Assistance with preparing funding applications.

Project Outcome

GHD completed the final design of improvements for the Honeoye Lake WWTP. The new UV disinfection equipment was commissioned in 2023 and allows the WWTP to meet its effluent E. Coli and fecal coliform permit limits without the addition of chlorine, which eliminates concerns with meeting effluent residual chlorine limits.





Wastewater UV Disinfection

Client

Onondaga County Department of Water Environment, New York

Date

2019

Total Project Cost

$10M

Project Team Involvement

Jason Greene, PE BCEE
Ariel Judd, EIT

Project Reference

David Snyder
Deputy Commissoner
T: 315.435.2260
E: davesnyder@ongov.net

Project Description

The Meadowbrook Limestone Wastewater Treatment Plant (WWTP) is 6.5 million gallons per day (mgd) secondary treatment plant, which serves the East Syracuse area of Onondaga County, New York.

The SPDES effluent permit was revised to include a new total residual chlorine (TRC) limit of 0.02 mg/l. As a result, the County selected ultraviolet disinfection to replace their existing sodium hypochlorite disinfection system. In addition, the County wanted to consider replacing the existing ferric chloride feed system with a new aluminum biogas system and a new polymer feed system.

GHD worked with OCDWEP to complete a preselection process for the UV equipment. Based on a life cycle cost analysis, the lowest life cost system was selected and the design was based upon that manufacturer. Furnishing and installation of the UV system was provided by the construction contractor as per the preselection bid price.

This process identified the lowest cost system, allowed design to be based on the selected system layout and the process required the contractor to be responsible for furnishing and installing the system.

GHD was retained by Onondaga County to complete design, bidding, and construction phase services for various facility improvements to the Meadowbrook Limestone WWTP.

The scope of the improvements included:

- New UV disinfection system
- Complete rehabilitation of two (2) existing 75 ft diameter final settling tanks
- Chemical jar testing

- New aluminum based chemical feed system
- New polymer feed system
- Enhanced wet weather operations procedure
- Site security improvement
- SCADA systems
- SCADA design
- Electrical feed transformer replacement
- New stand-by generator
- Arc flash analysis
- HVAC replacement
- Roof replacement

Project Outcome

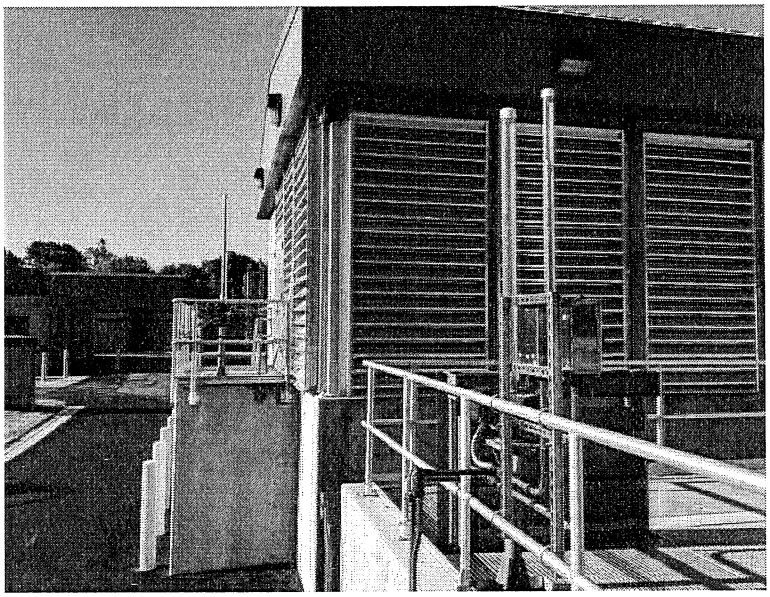
GHD completed a UV preselection process to select the UV equipment, based upon a life cycle cost analysis. The design of the UV system is based on the UV system with the lowest life cycle cost.

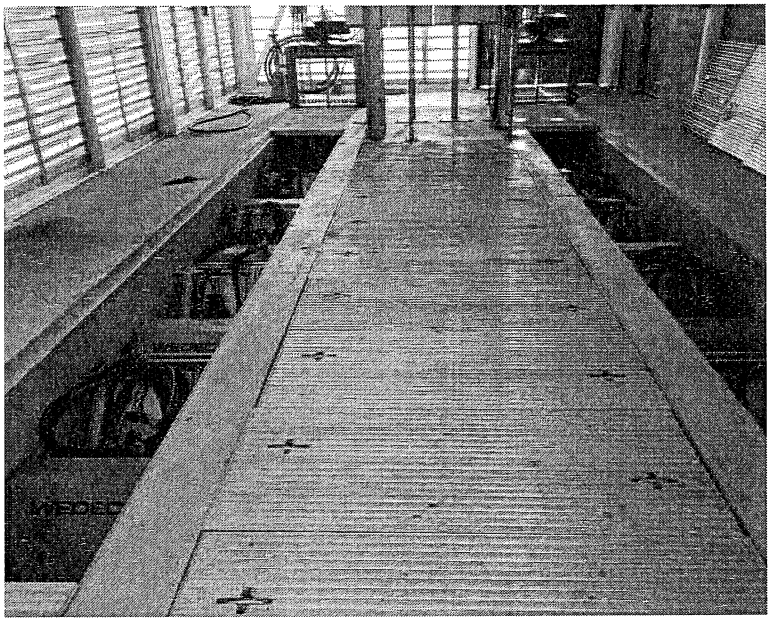
GHD completed a series of warm weather and cold weather jar testing to evaluate the effectiveness of the aluminum based coagulants. On the basis of this testing, GHD designed new chemical storage and feed facilities for poly aluminum chloride (PAC).

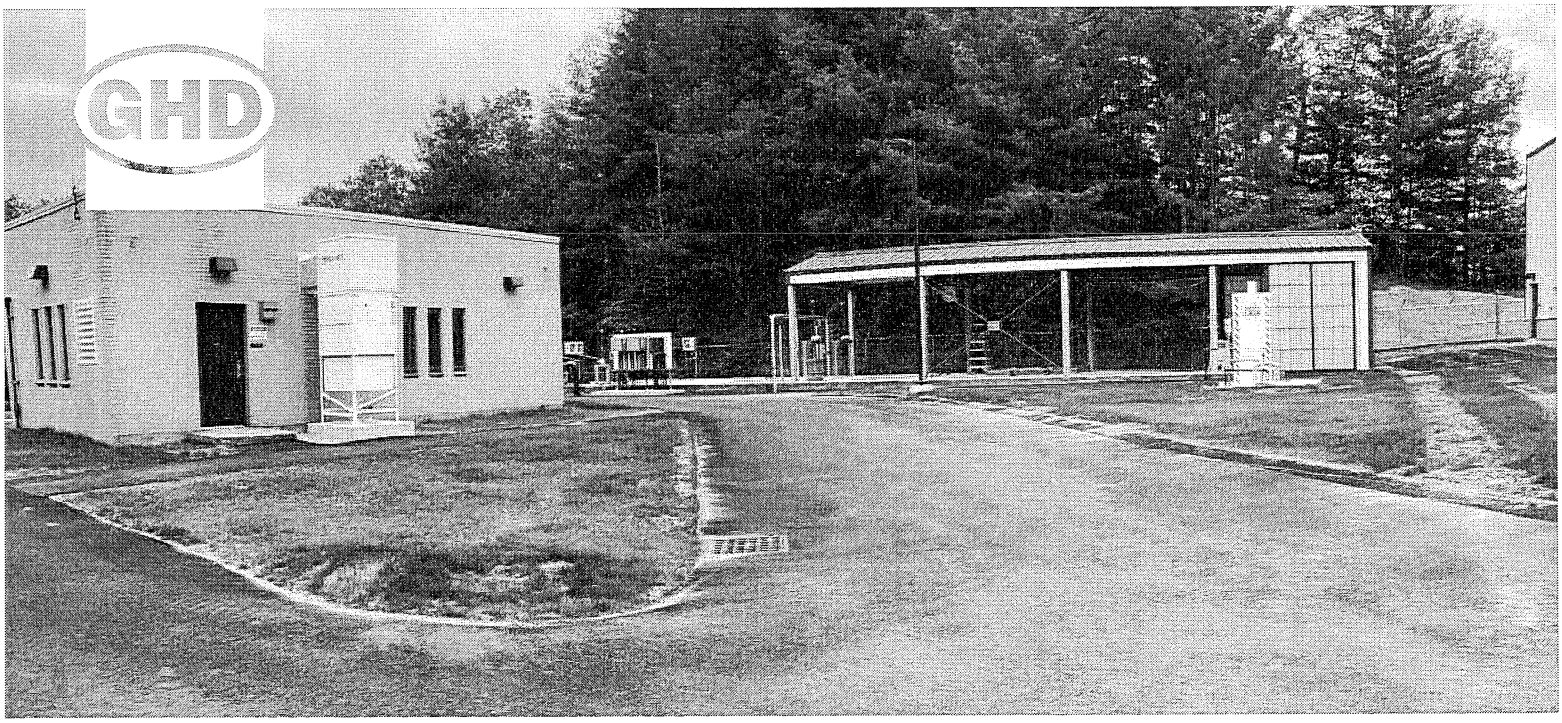
A new polymer feed system was also designed to provide enhanced solids removal especially during wet weather.

GHD Services included:

- Preliminary Design
- Final Design
- Bidding
- Construction Administration
- Post Construction Phase Services







Disinfection Upgrade

Client
Town of Uxbridge, MA

Date
2019

Value
$1.5 million (of an overall $35 million project)

Project Team Involvement
Jason Greene, PE, BCEE

Project Reference
Benn S Sherman, PE
Director of Public Works
T: 508.278.8616
E: bsherman@uxbridge-ma.gov

Project Description

GHD was retained by the Town of Uxbridge for the development of interim and permanent treatment to achieve new disinfection limits centered around the reduction of E Coli and enterococci in the treated effluent discharged from the Town's 2.5 mgd wastewater treatment facility. The disinfection upgrades were completed along with numerous other plant improvements, including new and rehabilitated circular secondary clarifiers, new tertiary cloth filtration, enhanced nutrient removal biological process upgrades, headworks modifications, and others.

An evaluation was conducted to determine the most cost-effective permanent disinfection solution, prior to design and construction of the improvements. A liquid chlorination system used in conjunction with an expanded chlorine contact tank was compared to a new UV disinfection system. The capital and O&M costs of the two systems were compared and when Present Worth calculations were completed, it was the UV disinfection system that was determined to be the most cost effective.

The new UV system has been constructed, performance tested and started up and is performing well. The new UV disinfection process consists of a 2-channel system employing vertical UV lamps, configured into 3 modules/banks arranged in series within each channel for a total of six (6) units. The system can provide turndown by turning lamps on and off to match flow conditions. In addition, UV lamps can be removed from the system without the need to removal the UV modules from the channel.

The facility was using a chlorine disinfection system. Through a piloting period, which was allowed by MassDEP and EPA, the project team was able to determine a method to meet the interim disinfection limits, while the permanent UV system was installed.

In 2013, the Town of Uxbridge received a new permit, which contained new disinfection limits. For years, Uxbridge was required to meet a disinfection limit that consisted of a fecal coliform limit of 200 colonies/100 mL. The new regulatory limits were changed to:

- E Coli limits (Massachusetts DEP requirement) between April 1 and October 31 of 126 cfu/100 mL (average monthly) and 409 cfu/100 mL (maximum daily
- Enterococci limits (EPA requirement) of 73 cfu/100 mL (average monthly) and 236 cfu/100 mL (maximum daily)

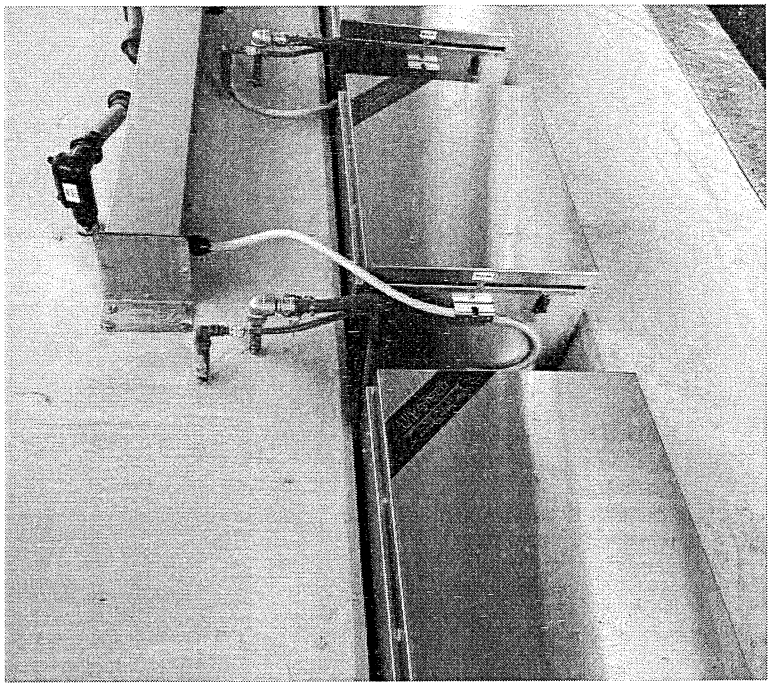
This would need to be maintained with a total residual chlorine limit of 0.24 mg/L (average monthly) and 0.42 mg/L (maximum daily).

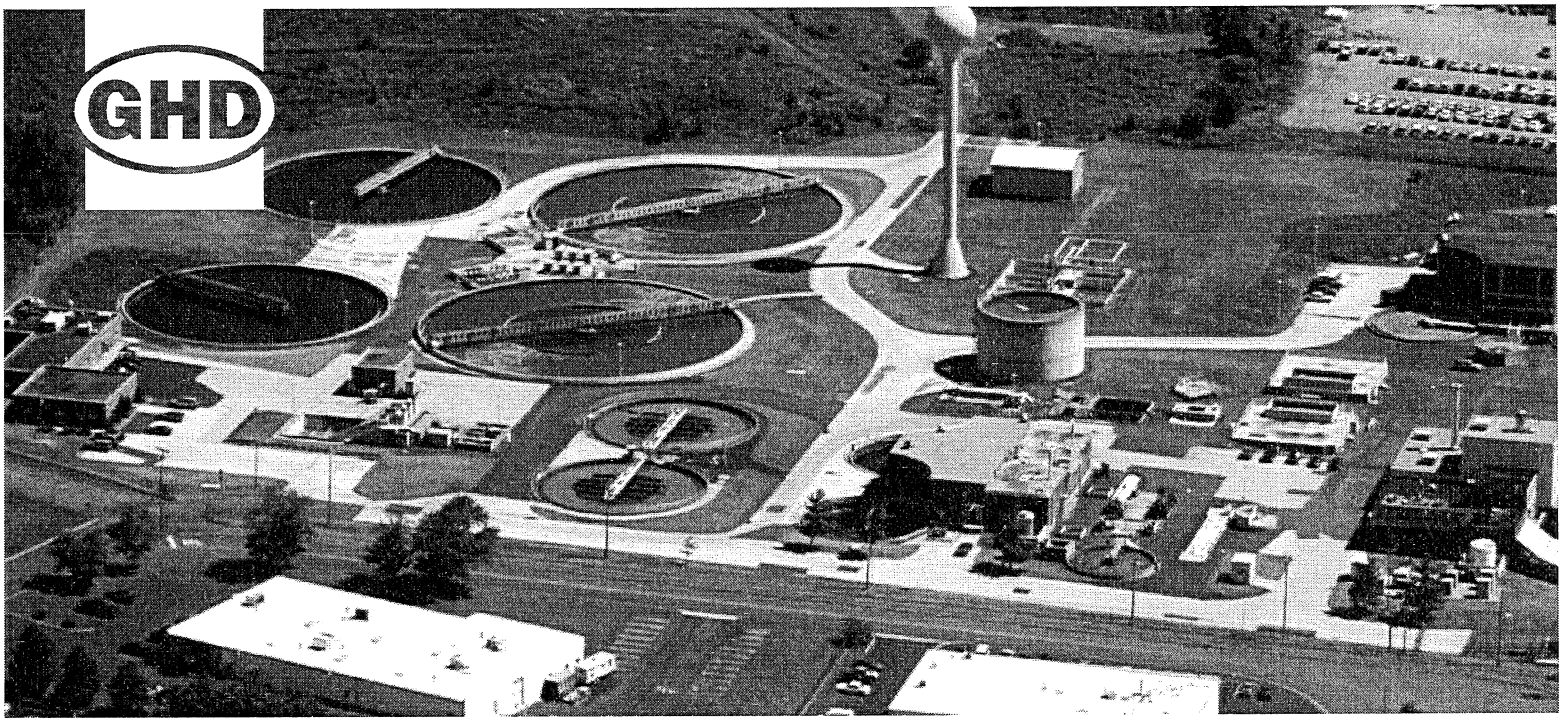
In addition, interim disinfection limits were assigned for both E Coli and Enterococci at the same levels as the final permit, but, because of negotiations with MassDEP and EPA, with a more relaxed chlorine residual.

Project Outcome

An evaluation was conducted to determine the most cost-effective permanent disinfection installation. A liquid chlorination system used in conjunction with an expanded chlorine contact tank was compared to a new UV disinfection system. UV disinfection was determined to be the most cost-effective solution based on capital and O&M costs of the two treatment systems.

A new 2-channel, vertical lamp-based, UV disinfection system was designed, constructed, and is successfully operating at the Uxbridge treatment facility and performing well.





Disinfection System Improvements

Client
Hatfield Township Municipal Authority, Pennsylvania

Date
Ongoing

Value
$20M

Project Team Involvement
Chad Angle, PE

Project Reference
Peter Dorney
Executive Director
T: 215.822.9300
E: pdorneyhtma@verizon.net

Project Description

GHD has served as consulting engineer for the Hatfield Township Municipal Authority since 1991. The Authority operates a collection and conveyance system and a 6.43 mgd (18 mgd peak design flow) advanced wastewater treatment facility with a multiple hearth sludge incinerator.

The wastewater treatment facility employs six 72-inch diameter Lakeside Corporation open flight raw sewage screw lift pumps in two separate lift stations; automatic screens and grit/grease removal units; primary clarifier/ flocculators; orbital (Schreiber) single stage nitrification/denitrification aeration reactors with specific anoxic selectors and internal recirculation; spiral scrapper secondary clarifiers (overflow at QA = 250 gpd/ft2); and non-contact (Enaqua) ultraviolet disinfection facilities. The plant has experienced peak daily loadings of 22 mgd and peak hourly loadings of 30 mgd without effluent violations.

The limiting effluent values at the Hatfield facility are stringent: BOD5 – 10.0 mg/L, TP – 2.0 mg/L, and N (ammonia plus nitrites plus nitrates) – 9.0 mg/L. TSS must be maintained under 10 mg/l for P control. The facility has consistently met all effluent criteria, with a significant margin of safety at flows and loadings well in excess of the original design values.

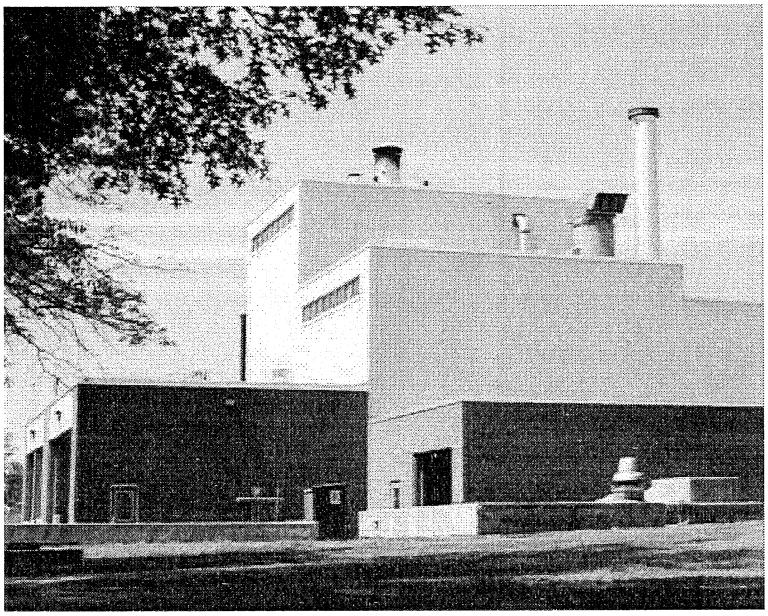
GHD evaluated alternatives to replace a 20-year old low pressure, manually cleaned UV disinfection system. Pilot tests were conducted for two options and GHD recommended a non-contact UV disinfection system, which GHD subsequently designed. The system is designed to handle a peak flow of 28 mgd and alleviates a nescience problem with algae accumulation and related maintenance and cleaning. The new UV system also reduces electrical energy demand to disinfect the wastewater, and reduces overall maintenance.

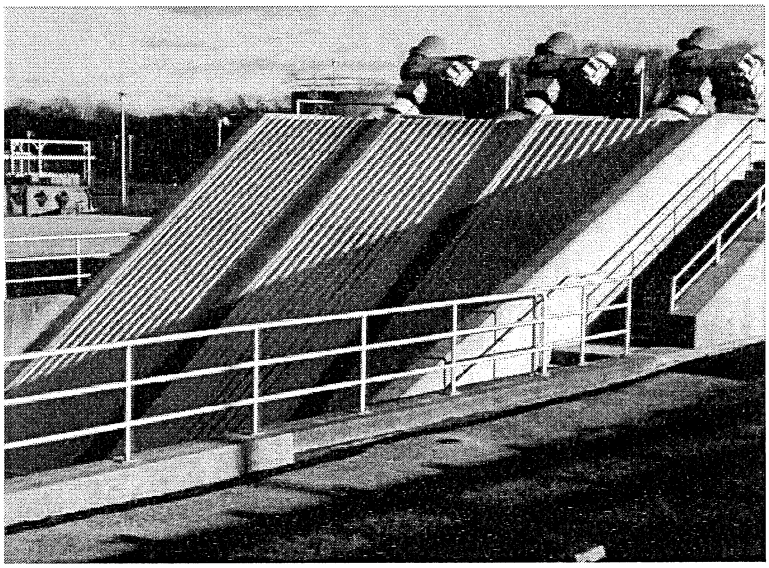
The design challenge of maintaining full disinfection while the new UV system was being installed was solved by reusing the existing chlorine tank and providing new flow diversion/control gates in critical areas.

Project Outcome

All of the projects have been successful, resulting in improved operations at the treatment facility. The Authority continues to provide a high level of service to the ratepayers. The new UV system was completes at a construction cost of $1.3 million and has been successfully operating since its completion.

Having been retained by the Authority continuously since 1991 is a testament to GHD's engineering skills, adequacy of resources, quality of work, and record of completing projects on time and within budget.





Section 4

Technical Approach

→ The Power of Commitment

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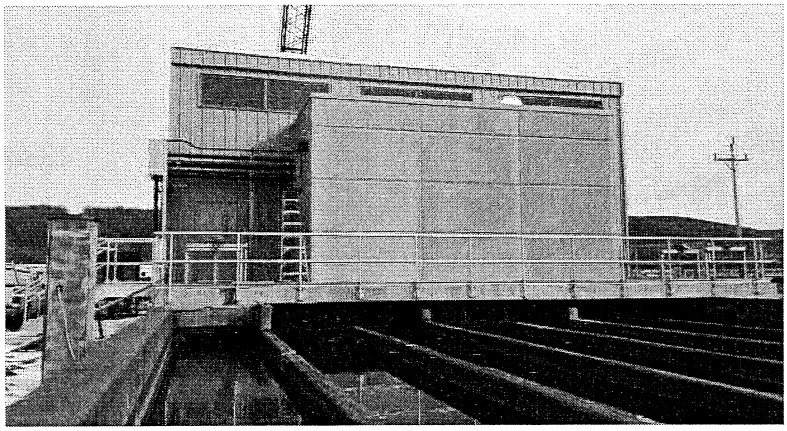
Technical Approach

The primary objective of this project is compliance with the SPDES limit of 0.03 mg/L TRC during the disinfection season (May 1 through October 31). UV disinfection is a proven technology to provide zero TRC discharge, particularly at plants similar to the County's which consistently produce secondary effluent with TSS concentrations less than 5 mg/L. In 2022, GHD prepared a Preliminary Engineering Report in support of grant applications for a new UV disinfection system. Our approach is centered on using our knowledge of the WPCP to build upon the Preliminary Engineering Report. As evidenced by the similar projects described in this qualifications package, GHD and our subconsultants have the experience necessary to deliver a successful UV disinfection system at the WPCP. Our experience includes a multitude of UV technologies (open channel, horizontal lamps, inclined lamps, closed channel) as well as experience with vendor prequalification to allow for a streamlined design process with channel configurations specific to one manufacturer.

GHD fully understands the County's scope for this project and responsibilities necessary to successfully complete the UV disinfection project. Our approach reflects the Scope of Services presented in the RFP. Every project has its own challenges/risks that need to be considered, and this project is no different. Examples of how these challenges can be mitigated include the following:

- There is no existing UV Building, and since the existing chlorination/dichlorination facilities need to remain in service for the HRD system, a new structure is required to protect the UV equipment from the elements. One option for a new building is a block and brick structure to match other buildings on site. A more cost-effective alternative could be pre-engineered steel structure similar (but significantly smaller) than the County's Asset Management Building or the structure GHD designed for the Auburn NY UV system, shown on page 11. Kyle Morris from GHD will work with Annette Mason at A&C to provide preliminary concept drawings for the County to review prior to final design. For any structure considered, UV lamp removal and storage will be paramount. Space will be allocated for installing UV controls equipment in a controlled environment. The New York State Department of State will be engaged early in the project as the Authority Having Jurisdiction for code review to ensure a timely issuance of a building permit. Due to the lack of available space on site, consideration will be given to installing the new building over the existing Chlorine Contact Tank and encompassing the new UV channels.
- Contemporary low pressure-high intensity systems generally require power distribution panels to be close to the UV lamps. Adding electrical distribution equipment to a new building where the channels are being reconfigured could impact space needed to meet maintenance and code requirements. Our team is sufficiently familiar with code requirements for new buildings at this site based on our past work on the WPCP expansion program.
- UV System hydraulics are critical given the tight hydraulic profile at the WPCP. Hydraulics represent the most significant design constraint for this project. There is currently approximately 1.7 feet of freeboard in the Chlorine Contact Tank, and there is very limited head available between the effluent weirs at the final settling tanks and the chlorine contact tank. When preparing a preliminary system layout for the 2022 Preliminary Engineering Report, GHD worked with UV vendors to develop system layouts which would limit headloss to 4-inches across the UV reactors. Installing the UV system in both sections of the Chorine Contact tank would minimize headloss and allow for redundant UV channels. With assistance from Sara Martin and Mark Greene, GHD will develop weir configurations to help limit hydraulic impact.
- Correctly determining UV dose and understanding the range of UV Disinfection system operation (due to changes in flow, transmissivity, influent chemistry, fecal coliform levels, etc.) is a critical challenge. The dose and required variable operating capabilities of the UV equipment will drive the number of lamps, channel geometry and electrical requirements. Changing the dose could change the replacement system configuration. For the 2022 Preliminary Engineering Report, secondary effluent samples were collected and analyzed for UV transmittance (UVT) as well as a collimated beam test. The results showed that the TSS in the secondary effluent was approximately 2.7 mg/L and the measured UVT at 254 nm was approximately



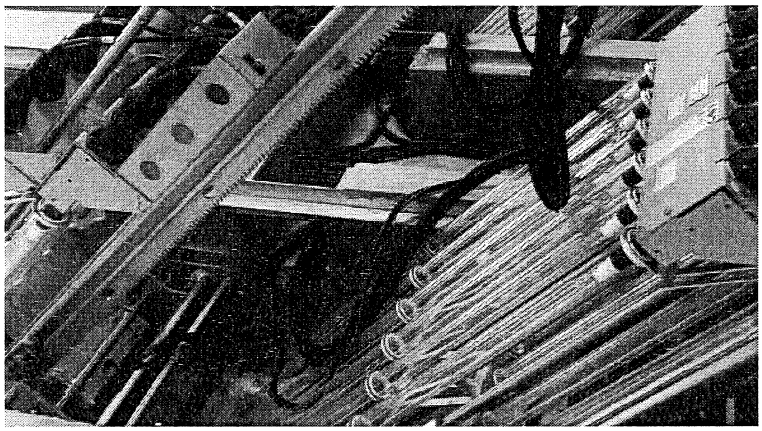
73 percent. Optimal conditions for UV disinfection are a TSS concentration of less than 5 mg/L and a UVT of 60% or higher.

- The WPCP may require phosphorus removal upgrades in the future. GHD previously prepared a report to evaluate phosphorus removal alternatives based on a range of potential effluent limits for total P. The UV system design will take into account a phosphorus removal system that may be installed in the future. For example, if ferric chloride chemical feed is introduced at the primary clarifiers, the resulting iron salts in the secondary effluent may cause UV lamps to foul more quickly. A more robust lamp cleaning system may be needed. Jason Greene and Mark Greene have extensive experience with nutrient removal technologies and impacts on UV disinfection. They will bring these experiences to Oneida County to help make decisions about future phosphorous removal needs.

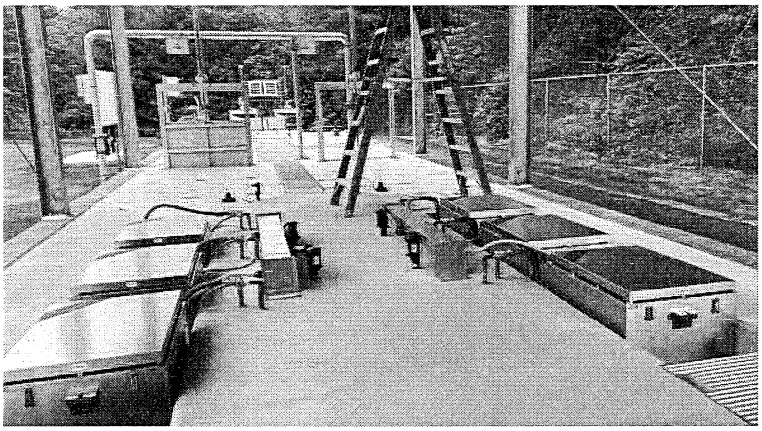
Beginning in the late 1980's and through the 1990's, UV disinfection started to become more popular for wastewater treatment. Treatment facilities started to change from chlorine gas to sodium hypochlorite due to safety reasons, and discharge permits were starting to require dichlorination that added more chemical storage and feed systems. UV disinfection did not require handling of hazardous chemicals, had no chlorine residual to remove, and could be designed to retrofit into existing chlorine contact tanks. At larger WWTPs, medium pressure-high intensity lamp technology was available that minimized the number of lamps required, could be provided with redundancy to permit disinfection to continue while maintenance was being performed, and allowed the lamps to be removed without a hoist. However, medium pressure lamps require significant energy use and the lamps last shorter than low pressure-low intensity lamps. Additionally, the flow stream must be compressed into the cross-sectional area that the lamps occupy to assure effective disinfection – this results in high velocities during higher flow conditions. For example, the City of Auburn WWTP determined that they had to limit peak flow through their UV system to 19 mgd although the plant had a 25.4-mgd rated capacity.

UV disinfection technology has since evolved significantly. A low pressure-high intensity lamp has been developed that enables installation of replacement UV systems where medium pressure technology has been used. Most notably, the newer lamp technology requires significantly less power and has longer lamp life, resulting in lower O&M costs. Lamp configurations are available that that reduce headloss and flow velocity at peak flows. The Auburn WWTP retrofitted a low pressure-high intensity lamp technology in place of the medium pressure system in 2020 and has no been able to achieve its 25.4-mgd rated capacity. With UV disinfection evolution, the following configurations are available:

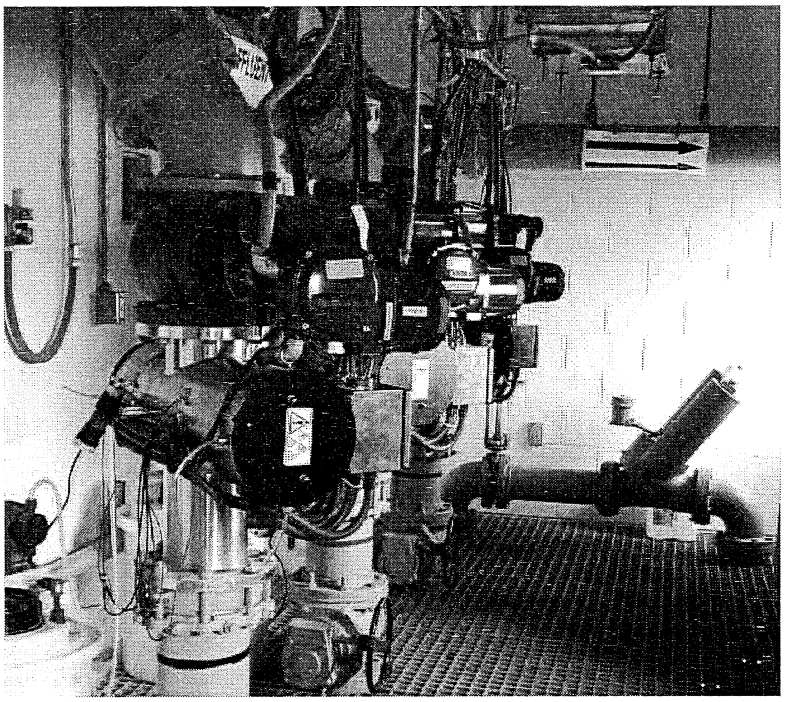
- **Inclined (45 degree) lamp arrangement** - Inclined UV manufacturers include Trojan Technologies, Inc. and WEDECO, consisting of lamps set at a 45-degree angle within an open channel. The Binghamton-Johnson City recently installed an inclined UV system. A benefit of the inclined systems is that individual lamps can be removed in-place and online modules can be inspected without a complete shutdown. The modules can be completely removed through hydraulic actuated or mechanical lifting system. Typically, the units are only removed for visual inspection or to replace wiper seals and UV intensity sensors.



- **Vertical lamp arrangement** - The vertical lamp arrangement consists of modules set vertically within an open concrete channel. SUEZ is one manufacturer of vertical UV systems. Like the inclined systems, the vertical system allows for the removal of individual lamps from a module without removing the entire module from the channel. However, the module must be shut down to permit safe lamp removal. Sufficient modules are provided to maintain compliant disinfection while a lamp is being replaced. Individual modules are removed from the channel with a davit crane or trolley and hoist system for further maintenance, inspection, and cleaning. Typically, a dip tank is provided for individual module quartz sleeve cleaning.



- **Horizontal lamp arrangement in-channel** - Horizontal systems have the lamps parallel to the flow stream. Past discussions with manufacturers on low pressure-high intensity horizontal systems have indicated an breakpoint of approximately 5 mgd, above which horizontal systems are not considered optimal. A horizontal system was evaluated at the 25-mgd Binghamton-Johnson City WWTP and it was estimated about 1,200 lamps would be required, as compared to 280 lamps for an inclined system. Further, an entire module must be removed to replace a lamp.
- **Closed vessel lamp arrangement** - A potential alternative UV system application involves an enclosed in-vessel system. These systems consist of the lamps and quartz sleeves contained in a stainless-steel chamber housing. These units are considered medium or high-pressure, high output lamp systems and offer modular chambers with the number of banks for each chamber based on the dose requirement. A unit manufactured by Trojan uses the lamps and quartz sleeves as an inclined system. The lamps and quartz sleeve are arranged horizontally and are removed from the side of UV vessel. The enclosed vessel system is a potential option providing a compact footprint and the ability to arrange units in a variety of locations and layouts that open channel installations do not allow. However, these systems require more head than what is available within the WPCP's hydraulic profile. As retrofitting the existing chlorine contact tanks for a new open channel UV system is likely the most cost effective approach, a closed vessel system is not anticipated to be viable for this project.



Each manufacturer has a proprietary configuration and design for their UV equipment. The manufacturer will arrange the lamps differently, the lamps will require different operating depths, and have different required approach, treatment, and discharge channel lengths. Therefore, the UV system design ultimately becomes dependent upon the equipment configuration the selected UV manufacturer uses to meet disinfection requirements. Because of this, many municipalities pre-procure or pre-select UV equipment. This permits design of a complete UV system custom to the equipment to be furnished based on the full equipment submittal from the selected manufacturer. This approach can reduce changes during construction and the number of unknown conditions during design. As shown on the Auburn project, GHD has demonstrated experience with UV system pre-procurement at a project site regulated by the NYSDEC.

GHD believes that three manufacturers (such as Trojan Technologies, WEDECO, and SUEZ) should be evaluated for this project to identify the various UV configuration options for new open channel UV reactors at the WPCP. Based on the dosing and water quality conditions of WPCP secondary effluent, we will reach out to manufacturers to identify the UV systems best for the site-specific conditions. We will continue discussions to optimize UV equipment layout and the identify the most cost effective UV building alternative.

Based on preliminary system sizing, the peak power demand of the UV system is approximately 200 kW. This does not include ancillary control power and UV building demands. We believe the peak power demand can be accommodated by running a new service from the 15 kV substation near the Blower Building, with a step-down transformer to be installed near the new UV system. Recognizing the significant gains the County has made toward reducing power consumption at the WPCP with the digester combined heat and power system and installing energy efficient equipment over the course of the WPCP upgrades, GHD recommends exploring the use of solar power to offset the new power demand associated with the UV system.

GHD provides expertise across all aspects of the solar PV project life cycle. We can support from conceptual design, financial modeling and PV system optimization, through detailed design, cost estimating, coordination with utilities, grid interconnection, tendering and construction support. In addition to our electrical and solar design expertise, GHD has an experienced environmental and permitting team who can help navigate the regulatory pathway which so often constitutes the critical path to successfully developing new projects.

Scope of Services

GHD has reviewed Section 2 of the RFP and is prepared to deliver the scope of services as listed. We plan to fulfill this scope by performing the following tasks:

Project Management. The project will be managed by Ariel Judd in our Syracuse office, utilizing a local design team that has specific experience in UV disinfection. During the design phase, Ariel will coordinate the work of the various design disciplines from GHD and our subconsultants, and will ensure the project is progressing on schedule. In addition to a kickoff meeting, she will host regular meetings with the client to review progress drawings and solicit feedback from WPCP operations and maintenance staff. Prior to bidding, Ariel will ensure the proper regulatory or funding agency requirements are incorporated into the Construction Documents.

- It is anticipated this project will be funded through the Clean Water SRF, and Ariel is very familiar with EFC requirements from past projects in Watertown and Syracuse.
- Should grant funding be received for this project Ariel will ensure the required information is included.
- The regulatory review effort includes coordinating with the NYS Department of State to ensure all code requirements are met for the new UV building.
- The entire design will require NYSDEC approval. Ariel will ensure the requirements of the Ten-States Standards are met.

Technical reviews will be performed by experienced personnel. Jason Greene and John Story at GHD have UV disinfection project experience and will use their knowledge from past projects to ensure the design of the UV system will provide the performance and operability requirements of the County. Additionally, Chad Angle will provide QA/QC comments prior to the design being complete.

Ariel will remain the project manager throughout the construction phase to maintain continuity with the design. She recently led the engineering effort during construction of Onondaga County Metro Digester Upgrades and two phases of upgrades at the Watertown WPCP for digester and sludge disposal improvements. Both of these projects included multiple prime contacts and were funded by EFC. Ariel has a working relationship with Liz Ricci from these past projects. Through all phases of the project, Ariel will document all meetings and distribute to the design team and client.

Basis of Design. This task will include a site visit to review the existing facilities, and review of historic operating data (specifically flows and secondary effluent TSS). The initial site visit will double as a project kickoff meeting, and we will utilize this opportunity to engage WPCP operations and maintenance staff to ensure we understand the County's critical success factors for this project. During this phase, GHD will prepare preliminary system layouts, P&IDs, and control narratives. We understand EDR will be the County's Instrumentation and Controls Engineer, and we are prepared to deliver documents as needed for their use in integrating the new equipment into plantwide SCADA. A list of specifications will be developed, and a 30% design level construction cost estimate will be prepared. Additionally, the Basis of Design offers an opportunity early in the project to coordinate three critical aspects of the design:

- **UV System Vendor Prequalification.** As discussed elsewhere in this qualifications package, UV vendors use a multitude of lamp configurations and channel layouts to provide the required UV dose for fecal coliform inactivation. This includes each vendor taking independent samples of secondary effluent to size their systems. Meeting with vendors early in the design process and discussing their options for system components such as chemical vs. mechanical lamp cleaning, location of control ballasts, lamp removal mechanisms, etc. may allow the County to identify a preferred vendor and tailor the UV channel and building layout design to the selected vendor. A formal set of bidding documents for vendor pre-procurement can be issued prior to commencing the final design phase. GHD used this approach for the UV system at the Auburn NY WWTP, which facilitated a streamlined design process that incorporated the selected vendors UV channel configuration and mitigated the need to prepare construction bid documents naming multiple system manufacturers. Additionally, GHD used a vendor prequalification process for new centrifuges at the Onondaga County Metro WWTP and for the biological aerated filters at the Binghamton Johnson City WWTP. In the case of Binghamton Johnson City, the project was funded through NYSEFC and they accepted the approach to prequalify vendors and design around one specific system.
- **Maintenance of Plant Operations (MOPO).** Preparing a design with MOPO in mind is critical to a successful construction sequence. During the Basis of Design phase, GHD will develop a preliminary sequence which will allow the plant to remain in service, consistently meeting effluent permit requirements, throughout construction. One advantage of the County's SPDES permit is the seasonal fecal coliform and TRC limits, which are only in effect from May 1 through October 31. Several considerations regarding the construction sequence are presented below. As the design

progresses, the sequence will be reviewed with the County and incorporated into the Contract Documents. During construction GHD will work with the Contractor to ensure their proposed means and methods for completing the work will allow the County to keep the plant in service.

- The Contract Documents will require the Contractor to submit UV system shop drawings as immediately as possible after the NTP is issued in May 2025. If the County elects to pursue the pre-procurement option, a separate contract will be bid for UV system suppliers to manufacturer and deliver the UV reactors to the site, and a second bid package will be issued for the Contractor to install the pre-procured system.
- There is currently no means to bypass around the Chlorine Contact Tank (CCT) without installing a temporary pumping system. To facilitate construction within the existing two channels of the CCT, one channel will be isolated at a time. During the basis of design stage, GHD will review the hydraulic conditions of 65 mgd being passed through one channel, and potential impacts to upstream processes (final settling tanks and aeration basins). We will present this hydraulic analysis to WPCP operations staff to determine the feasibility of operating the secondary treatment system with some weirs submerged. Assuming a minimal weir submergence is acceptable provided tanks are not overflowing, the construction sequence will allow the Contractor to work in one CCT channel at a time. Should the County determine no weir submergence is acceptable, GHD will consider two alternative methods for CCT bypass during construction:
  - Require the Contractor to install and operate a temporary bypass pumping system. This would be costly and require significant operations and maintenance, particularly during wet weather.
  - Install a permanent gravity bypass with a new weir gate installed in the east wall of the secondary effluent channel, and a bypass pipe or channel from the secondary effluent channel to the effluent chamber of the CCT.
- To minimize the disruption to the disinfection process, the Contract Documents will require all work in the CCT (i.e. construction of the new UV channels) to take place between November 1 and April 30. Although this is a tight timeframe, requirements such as multiple shifts and weekend work will be stipulated to limit the work in each CCT channel to 3 months or less. Liquidated damages may be considered if the interim milestones of 3 months per CCT channel cannot be met.
- If chlorination is required during UV channel construction, achieving 15 minutes of contact time at peak flow would be challenging with portions of the CCT unavailable. The sodium hypochlorite injection point may need to be moved upstream in the secondary effluent channel during construction, and a temporary mixer may be needed to ensure adequate chemical dispersion. The Contractor would be required to install such temporary measures at their own cost due to the failure to construct the new UV channels between November and April.
- An interim milestone of April 15, 2026 will be included to allow for a minimum 2-week startup and commissioning period prior to the start of the 2026 disinfection season.

- **Phosphorus Removal.** In 2017, GHD assisted the County with a review of phosphorus removal alternatives. Although there is currently no effluent limit for phosphorus, the DEC has implied that limits may be imposed in the future. The 2017 study considered total P effluent limits of 1.0 mg/L, 0.5 mg/L, and 0.2 mg/L. For the lower limits, the most favorable alternative was a ballasted flocculation or cloth disc filtration system to be installed between the final settling tanks and the chlorine contact tank. Although the study recommended installing the system south of the maintenance garage, this space may no longer be feasible due to the construction of the new Asset Management Building. Since the volume of the contact tank would no longer be needed to provide contact time if UV were installed, the feasibility of installing a tertiary treatment process in the contact tank upstream of UV will be evaluated. This analysis will include reviewing the physical space requirements, as well as hydraulic implications (i.e. confirm the system could be installed in the existing hydraulic profile).

Final Design During this phase the project team will advance the concepts outlined in the Basis of Design to a biddable set of Contract Documents. Meetings will be held with the County on a monthly basis to review progress, and formal submittals will be provided at the 60% and 90% design completion.

- 60% documents will include plan and section views of the proposed UV system and building. Draft specifications for major equipment will be provided. All disciplines will be included – civil/site, process mechanical, structural, architectural, HVAC, electrical, instrumentation, and plumbing (if needed).
- 90% documents will include construction details and a full set of specifications, including front-end documents and any funding agency requirements.

These two formal submittals will receive a formal QA/QC technical review. The Contract Documents will include multiple prime contracts for compliance with Wick's Law. After the 90% design and associated County review is completed, a set of documents will be provided to the NYSDEC for formal review and approval. Concurrently, review will be requested from NYSEFC, NYS Department of State (building code), and any other funding agencies that may become involved.

Bidding. GHD will assist the County throughout the bid process. We anticipate the project will be advertised through the County's procurement website, and an online planroom such as Avalon. We will facilitate a pre-bid meeting for prospective contractors, and respond to contractor questions with addenda as needed. After attending the bid opening and reviewing bids, GHD will prepare a formal recommendation of award for each prime contract. At the conclusion of the bid phase, we will provide conformed set of Contract Documents for County and Contractor execution.

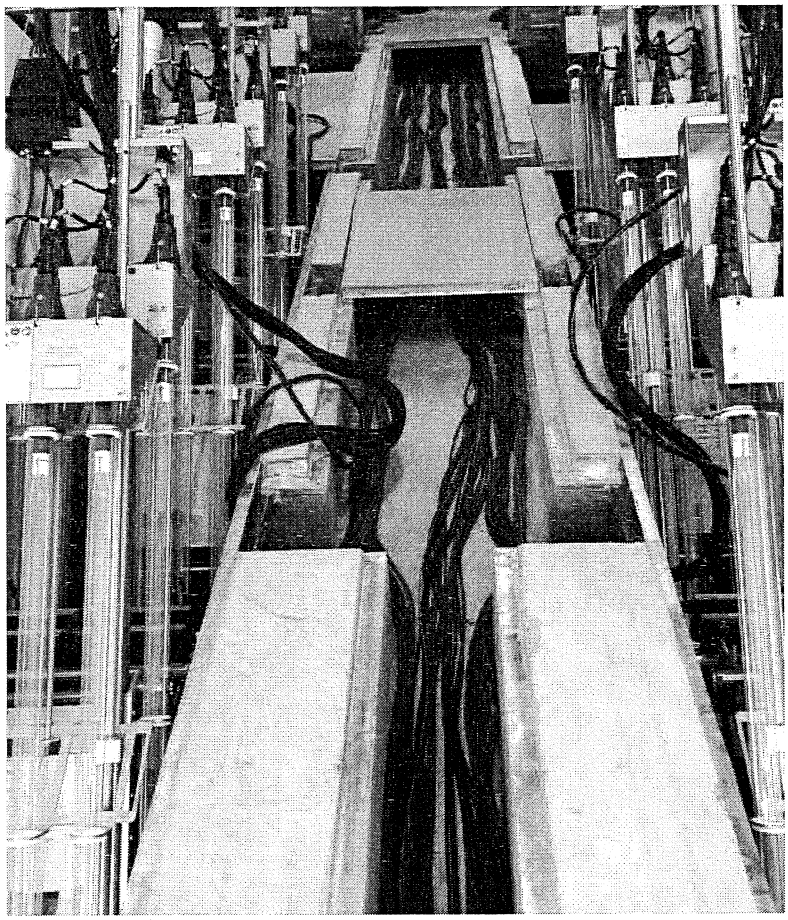
Construction Administration. GHD will provide traditional engineering services during construction. We will host a construction kickoff meeting and monthly progress meetings with all prime contractors, and issue formal meeting minutes. GHD will review shop drawing submittals and respond to Contractor requests for information as they are received. We will review and approve contractor payment applications on a monthly basis.

Unlike the WPCP expansion and upgrade program, we do not envision the need for a third party Construction Manager on this project. Using the same team members that were involved in the design during the construction phase will ensure timely responses to contractor questions, and will provide assurance that the design intent is met. Key team members will visit the site as needed to confirm compliance with the Contract Documents, such as our structural engineer visiting the site after rebar is placed but before concrete is poured. The local availability of our team will provide the resident inspector with the required resources to enforce the contractual requirements of the project. Written reports of field investigations will be issued, and any changes made to the design will be documented with updated drawings, issuing filed instructions, etc. GHD will review and comment on any proposed cost changes requested by the Contractor or County.

At the end of Construction, GHD will provide a full set of record documents which incorporate the as-built conditions of the project.

Construction Observation. Bob Senior from TRM is our proposed Resident Project Representative (RPR) for this project. Bob will verify the project is constructed in accordance with the design and all agreed upon modifications made during construction. Bob will take photographs and provide a written daily field report for each prime contract to formally document the progress of the work. At his disposal will be the design engineers from GHD, Critical Path, and A&C to answer technical questions or field verify any questions that arise during construction.

Schedule. GHD is committed to meeting the milestone requirements outlined in the schedule listed in the RFP. Assuming Notice to Proceed is issued by April 10, 2024, completion of a Basis of Design Report by September 1, 2024 is reasonable. Final Contract Documents by February 2025 can be achieved by holding regular design meetings with the County and regular engagement with regulatory agencies as discussed in the project management section of our scope of services. As evidenced by the preliminary construction sequence we outlined in our basis of design approach, we believe construction completion in May 2026 is achievable. Throughout the design and construction process, having a reliable UV system ready to operated by the 2026 disinfection season will remain the teams primary requirement.



Section 5

Funding Agency Experience / Approach

→ The Power of Commitment

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Funding Agency Experience/ Approach

Grant and NYSEFC Funding Experience

Stable funding systems are needed to achieve the County's goals and promote prosperity in the community. GHD has a long history of successfully obtaining grant funds for both municipal and private projects, which would offset the financial impact to rate payers (i.e. minimize any increase to sewer rates). We are experts at identifying funding and matching it with project needs. We have the in-house capacity to create competitive grant packages and the skills necessary to design, engineer, and develop your project. Our team routinely monitors the grant cycles of numerous State, federal, and private grants – as evidenced by recently submitting this project on the NYS EFC Intended Use Plan and applying for Water Infrastructure Improvement Act (WIIA) and Water Quality Improvement Program (WQIP) grant programs through the EFC and DEC, respectively. Although the project was unfortunately not selected for WIIA or WQIP funding in the latest round of applications, GHD will look for additional funding opportunities during the course of the project. This includes energy incentive grants which may be applicable if solar power is considered.

We have expertise in working with state agencies including the State of New York's Environmental Facilities Corporation's State Revolving Funding Programs. GHD is confident we can assist Oneida County in leveraging funding programs for project implementation and once funds are secured, ensuring that the funds are administered according to State and Federal grant requirements so future funding opportunities are not jeopardized.

GHD, led by our local funding specialist **Jaron Case** in the Syracuse office, has supported communities in obtaining over $100 million in grant dollars for water, wastewater, and stormwater projects. Further supporting our team, **Stephen Waldvogel** in our Buffalo office, has studied the new infrastructure bill in detail and can provide additional support and insights into the funding sources and merit criteria to increase application competitiveness.

A relatively new federal funding source is the "Justice40" initiative. The federal government has made it a goal that 40 percent of the overall benefits of certain federal investments flow to under-resourced communities that are marginalized, underserved, and overburdened by pollution. GHD is familiar with the process of identifying prioritizing Justice40 projects. The process includes an equity analysis and community engagement. Critical clean water and waste infrastructure is one of the designated 7 types of programs covered by Justice40. Early in the project, GHD will review this potential funding source with the County to determine eligibility. Given the median household income of certain communities served by the WPCP, and the presence of environmental justice areas within the Sewer District, this funding source is worth considering during the Basis of Design stage of the project.

Successfully securing project funds is based on GHD's familiarity with a wide variety of funding programs. It may take several years of tracking programs, developing competitive projects, preparing grant applications, and following up with program managers to secure the funds for use. By engaging GHD in the Capital Improvement Planning process, we can help the County identify sources of funds early and actively seek grant funds so that they can be secured to meet project implementation timelines.

A significant portion of GHD's projects are funded through the NYSEFC. GHD is prepared to enter into an agreement with the County that incorporates NYSEFC terms and conditions for Owner/Engineer agreements. Additionally, we are experienced in incorporating NYSEFC requirements into the Contract Documents. This project has been listed on the EFC's Clean Water SRF Intended Use Plan as Project No. C6-6070-13-00.

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Section 6

References

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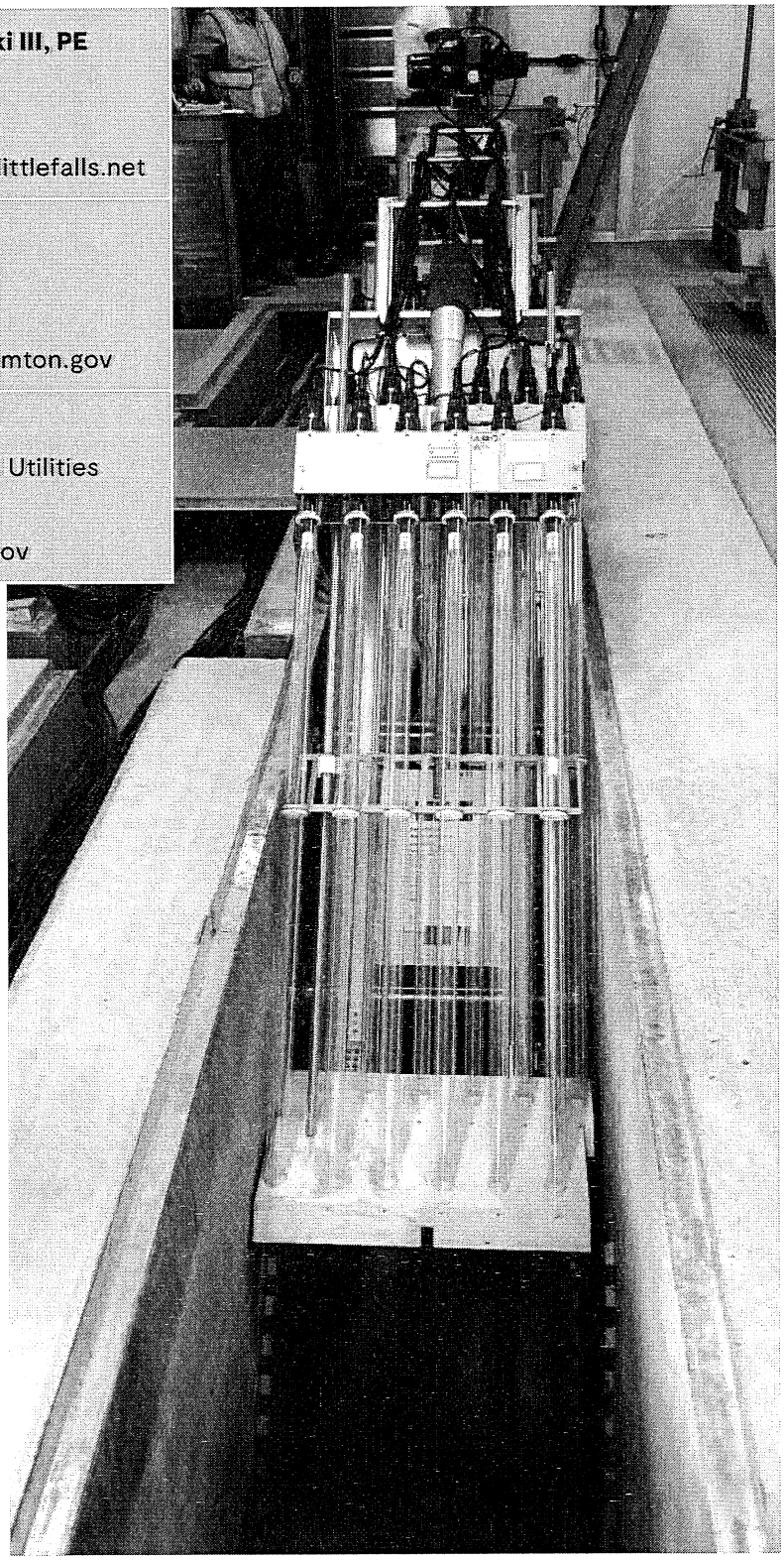
References

The City of Little Falls New York	**Chester P. Szymanski III, PE** City Engineer 315.574.5239 cityengineer@cityoflittlefalls.net
City of Binghamton and Village of Johnson City New York	**Ron Lake** City Engineer 607.772.7007 rblake@cityofbinghamton.gov
City of Auburn New York	**Seth Jensen, PE** Director of Municipal Utilities 315.727.6502 sjensen@auburnny.gov



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Section 7

Forms

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IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all submissions that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any submissions submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Respondent") or other parties for their expenses incurred in the preparation of a submission or otherwise. Submissions will be prepared at the sole cost and expense of the Applicant.
3. Submission of a submission will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the submission.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved submission shall be requested in writing by the Applicant prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this submission, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Section 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

GHD Consulting Services Inc.
Legal Name of Respondent's Organization

2/20/24
Date

Signature

Joel K. Kostelac, PE, BCEE
Printed Name

Business Group Leader
Title

NON-COLLUSION CERTIFICATION

(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

GHD Consulting Services Inc.
Legal Name of Respondent's Organization

2/20/24
Date

Signature

Joel K. Kostelac, PE, BCEE
Printed Name

Business Group Leader
Title

SEXUAL HARASSMENT PREVENTION CERTIFICATION

(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

GHD Consulting Services Inc.
Legal Name of Respondent's Organization

2/20/24
Date

Signature

Joel K. Kostelac, PE, BCEE
Printed Name

Business Group Leader
Title

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION

(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

GHD Consulting Services Inc.
Legal Name of Respondent's Organization

2/20/24
Date

Signature

Joel K. Kostelac, PE, BCEE
Printed Name

Business Group Leader
Title

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION

(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

GHD Consulting Services Inc.
Legal Name of Respondent's Organization

2/20/24
Date

Signature

Joel K. Kostelac, PE, BCEE
Printed Name

Business Group Leader
Title

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION

(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, submission or other response to a solicitation for bid or submission that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "submission" and the word "bidder" shall be construed as if it read "Respondent", whenever the sense of this certification so requires.

GHD Consulting Services Inc.
Legal Name of Organization

2/20/24
Date

Signature

Joel K. Kostelac, PE, BCEE
Printed Name

Business Group Leader
Title

Appendix A

Resumes

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A GHD Associate

John Story PE

Project Director

Qualifications/Accreditations

– BS., Civil Engineering, 2003

Relevant experience summary

John is a Senior Project Manager at GHD, where he has been employed for the past 20 years. He has led the study, design, and construction phases of several large wastewater treatment plant upgrades in the northeast. His focus is on designing for long term operations and sustainability. He is an active member of the New York Water Environment Association and the American Public Works Association. John graduated from the University at Buffalo in 2003 and is a Board Certified Environmental Engineer.

Project experience

WPCP Expansion and Upgrade

Project Manager |

County Department of Water Quality and Water Pollution Control | Utica, NY, USA |

Project Manager for the $290 million upgrade and expansion at the Oneida County Water Pollution Control Plant. Due to increased flows from CSO/SSO abatement, the plant was expanded from a peak flow of 55 mgd to 111 mgd over a series of several construction projects from 2016 through 2022. Major components included new egg-shaped anaerobic digesters with combined heat and power recovery, a new 27 mgd influent pump station and screen facility, new grit removal for the entire plant flow, and upgrades to the primary and secondary treatment systems. John was responsible for the management of GHD's design team, including coordinating the work of multiple subconsultants. The project was funded with a combination of grants and low interest financeing from the NYSEFC.

UV Disinfection Upgrade

Project Engineer |

Erie County Division of Sewerage Management | Erie County, NY |

Responsible for evaluation of disinfection alternatives, including medium and low pressure ultraviolet plant effluent disinfection systems, and bulk sodium hypochlorite Overflow Retention Facility chemical feed systems. The final design consisted of a low pressure ultraviolet disinfection system for the 11.5 million gallons per day plant effluent, and a bulk sodium hypochlorite feed system including storage tanks, containment systems, and a bulk truck unloading system for the 30 million gallons per day Overflow Retention Facility.

Southtowns AWTF Influent Submersible Pumping Station and ORF Improvements

Project Engineer |

Erie County Division of Sewerage Management | Hamburg, NY |

Design and construction of a new 58 million gallon per day submersible pumping station, to divert excess influent flows from the Southtowns Advanced Wastewater Treatment Facility (AWTF) to the on site Overflow Retention Facility (ORF) for flow equalization. ORF Improvements included construction of a new chlorine contact chamber sized for a peak for of 80 MGD and associated sodium hypochlorite and sodium bisulfite storage and feed facilities.

CSO Bypass and Disinfection Facilities

Project Engineer |

Allegheny County Sanitary Authority (ALCOSAN) | Pittsburgh, PA |

Project Engineer responsible for managing the design team for a new 300 mgd disinfection facility for wet weather CSO flows. The design includes flow control chambers to divert excess primary effluent flows at the WWTP to the standby disinfection tank. The flow in the exiting chlorine contact tank was reversed the tank was retrofitted to add chemical feed equipment and a new sampling/monitoring building. The total construction cost is $90 million.

Wastewater Treatment Plant Improvements

Project Engineer |
Village of Springville | Springville, NY, USA

Design and construction of process improvements at the 1.2 million gallons per day WWTP. The improvements included a new mechanically cleaned bar screen with a screenings washer/compactor. A new open channel UV system was installed to replace the existing chlorine gas system. New buildings were constructed around the bar screen and UV system. A dual membrane cover was installed on the 30ft diameter anaerobic secondary digester.

WWTP Chemical Feed Improvements

Project Engineer |
Niagara Falls Water Board | Niagara Falls, NY, USA

Upgrade included improvements to the sodium hypochlorite and hydrogen peroxide chemical feed systems. The WWTP utilizes both chemicals due to the high oxidant demand from industrial and groundwater flows. Utilized bulk chemical storage tanks and containment in accordance with New York State Department of Environmental Conservation Chemical Bulk Storage regulations. Used peristaltic pumps for chemical feed to plant effluent, carbon bed under drain, and carbon bed backwash. Provided inspection of contractors.

Career history

2003 - present	GHD, Senior Project Manager

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Ariel Judd EIT

Project Manager

Qualifications/Accreditations

- BS Environmental Resources Engineering, SUNY Environmental Science and Forestry, 2016

Relevant experience summary

Ariel has more than 7 years of experience in the planning, design, and construction of municipal wastewater treatment plant improvements. She is well versed in managing interdisciplinary coordination with multiple sub-consultants throughout design and construction.

Project experience – Wastewater

Disinfection Study and UV Disinfection Design - Milton Street WWTP

Project Engineer |

Chemung County | Elmira, New York |

Completed an engineering study to determine the most effective disinfection system for treating the WWTP's effluent. Ariel evaluated chemical and ultraviolet disinfection systems. This included a hydraulic profile evaluation to determine if a new process could be added without the need of additional pumping and a cost-benefit analysis of the systems. Developed the preliminary design for retrofitting a new UV system into the existing the chlorine contact tanks.

RBC Improvements, Tertiary Filtration and Effluent Disinfection Upgrades

Project Engineer / Project Manager |

Ontario County | Ontario County, New York |

Completed an engineering evaluation and design of improvements to the Honeoye Lake WWTP. The project included RBC replacement, clarifier loading calculations, tertiary filter upgrades, and implementation of effluent disinfection to meet the WWTP's new SPDES permit fecal coliform limits. Ariel developed a plant hydraulic profile and analysed the profile to identify improvement alternatives to eliminate tank overflows under peak flow conditions.

Metropolitan WWTP - Digester Improvements

Project Engineer / Assistant Project Manager |

Onondaga County Department of Water Environment Protection | Syracuse, New York |

Developed the design and provided construction administration services for anaerobic digester and cogeneration system improvements, including a comprehensive rehabilitation of the plants central Digester Control House. Ariel developed detailed sequence constraints to maintain plant operations during construction.

Watertown WPCP Biosolids Handling and Disposal Improvements Phase 1A, 1B, and 2

Project Engineer / Project Manager |

City of Watertown | Watertown, New York |

Ariel managed construction administration for Phase 1A and 1B improvements to the WPCP and completed an evaluation of alternatives for future improvements to the biosolids handling and disposal process at the WPCP.
She was involved with discussions with the City to develop a phased approach to implement improvements, which included prioritizing the upgrades based on the status of existing equipment and benefits that could be realized with process modifications.

Expansion and Upgrade Study | City of Oneida WWTP

Project Engineer |

City of Oneida | Oneida, New York |

Involved with a study to determine the most cost-effective plant upgrade to meet future demands of a large industrial contributor. Included in this study was the determination of design flows and loads based on projected growth of the industrial user compared to existing data. Pre-treatment alternatives in conjunction with improvements to the WWTP's biological and solids removal technologies were evaluated to recommend a solution.

WPCF Upgrades, Cayuga Heights WPCF

Project Engineer |

Village of Cayuga Heights | Ithaca, New York |

Responsible for the design and construction administration of various improvements to the WPCF. The project included replacement of two floating digester covers, sludge pumps, and gas safety equipment and the addition of pumped digester mixing. The project also included replacement of blowers and rapid mixers.

Career history

2016 - present	GHD, Project Engineer

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Chad Angle PE

QA/QC

Qualifications/Accreditations

- Master of Science -Civil Engineering, Virginia Tech, 1995
- Bachelor of Science -Civil Engineering, Drexel University, 1994
- Registered Professional Engineer: PA

Relevant experience summary

Chad has 26 years' experience as a civil engineer with a focus on water, wastewater design, and stormwater management design and analysis. Chad's experience includes computerized hydraulic modeling of water distribution systems, sanitary sewer collection systems, and stormwater management facilities. Chad has also been the lead design engineer on various pumping station designs, and water and wastewater treatment plant upgrades.

Project experience – Wastewater

Preselection of Goods and Services

Senior Engineer |

Antrim Township Municipal | Franklin County, Pennsylvania |

Development of ultraviolet light Pre-selection of Goods and Special Services documents for the competitive manufacturer's bid of a new UV system for the post discharge of a SBR system. The UV system was designed for a normal decant rate of 2.88 MGD and a UVT of 44%, and peak decant rate of 7.20 MGD and a UVT of 55%. Developed UV design package based on UV preselected manufacturer. Construction costs $1.32M.

Preselection of Goods and Services

Senior Engineer |

Penn Township | York County, Pennsylvania |

Development of ultraviolet light Pre-selection of Goods and Special Services documents for the competitive manufacturer's bid of a new UV system with a peak discharge of 14 MGD. Developed UV design package based on UV preselected manufacturer. Construction costs $1.23M.

WWTP Capital Improvement Plan

Senior Engineer |

Antrim Township Municipal Authority | Franklin County, Pennsylvania |

Developed a Capital Improvement Plan that recommended a phased approach to plant improvements and upgrades based on the level of service, and the risk and criticality of the specific process system or equipment. The CIP identified over $10,000,000 of improvements.

City of Binghamton – Village of Johnson City STP Restoration and Rehabilitation

Senior Engineer |

City of Binghamton | Binghamton, New York |

Developed plant hydraulic model for the 60 MGD wastewater treatment plant. Designed a submersible pump station design for four (4) submersible pumps with individual pump capacities of 29 MGD each. Evaluated and designed a new ultraviolet disinfection system rated for 72 MGD.

Preselection of Goods and Services

Senior Engineer |

Meadowbrook-Limestone WWTP | County of Onondaga, New York |

Development of ultraviolet light design and Pre-selection of Goods and Special Services documents for the competitive manufacturer's bid of a new UV system. System was designed for an average daily flow of 5.5 MGD and a peak flow of 22.7 MGD. Equipment cost of $260,000.

UV System Evaluation

Senior Engineer |

Little Patuxent WRP Facilities | Howard County, Maryland |

Development of existing UV system evaluation focusing on key existing condition and operation and maintenance issues. Development of recommended UV alternatives to modernize existing system that was reaching the end of its useful life. Developed alternative upgrade with estimated costs of $4.3M.

Career history

2007 - present	GHD, Senior Engineer
2005 – 2007	SAIC Corporation, Harrisburg, PA
2001 - 2005	Raudenbush Engineering, Inc., Middletown, PA
1997 - 2001	CDM Smith, Lancaster, PA
1996 - 1997	SAIC Corporation, Middletown, PA

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A GHD Associate

Jason Greene PE, BCEE

Process Engineer

Qualifications/Accreditations

- BS, Chemical Engineering, 2003
- Registered Professional Engineer, NY
- Board Certified Environmental Engineer

Relevant experience summary

Jason has 20 years' experience with a focus in the study, design, and construction phases of municipal wastewater projects, working throughout the Northeast and Mid-Atlantic United States, including both conventional and advanced treatment systems. Jason's related project experience includes work on projects involving a range of different UV disinfection system styles and layouts including open channel systems in vertical, horizontal and inclined configurations, as well as to in-pipe style systems.

Project experience

Milton Street Wastewater Treatment Plant UV Disinfection Upgrade

Project Manager |

Chemung County Elmira Sewer District | Chemung County, New York |

Design of a UV disinfection upgrade for the 12 mgd plant (20 mgd peak fl ow). Responsibilities on this project included overall project management and technical design lead for the UV disinfection process. The UV system design utilized the open channel, inclined, reactor style, and the system was designed for future expansion to double the plant capacity (40+ mgd peak flow). New effl uent flow metering with a parshall fl ume was also incorporated in the design. Evaluated alternatives for the plant included chlorination/dechlorination, UV disinfection.

Honeoye Lake Wastewater Treatment Plant

Project Manager |

Ontario County | Canandaigua, New York |

Jason managed this project for the completion of an engineering report for new UV disinfection, RBC equipment replacement and miscellaneous WWTP upgrades. Honeoye Lake WWTP is a 0.5 mgd RBC WWTP with effluent filters. The SPDES permit was modifi ed to require disinfection with a Total Residual Chlorine Limit of .03 mg/l. In addition, the original RBC equipment was at the end of its useful life. Recommended improvements included new RBC equipment to meet ammonia and UOD limits, new Ultraviolet disinfection system and hydraulic improvements to remove peak fl ow hydraulic limitations through the plant. The UV system was designed to meet new fecal coliform limits and anticipated E-Coli limits.

STP Restoration and Rehabilitation

Project Engineer |

Binghamton-Johnson City Joint Sewage Treatment Plant (STP) | Binghamton, New Yor |

Design of major plant upgrades for the reconstruction of the 35 mgd BJCJSTP. Responsibilities included process design work associated with the biological treatment system improvements for fixed film-based nitrifying and denitrifying multistage biologically aerated filters (BAF), coordination of plantwide process modeling (BioWin), support of MBBR/BAF process pilot testing, jar testing for enhanced primary clarification, and design of a high-rate ballasted settling system, for treatment of BAF backwash solids.

Lake Street Wastewater Treatment Plant Disinfection Study

Project Manager |

Chemung County Sewer District No. 1 | Chemung County, New York |

Performed a disinfection evaluation of the 12.2 mgd plant (20 mgd peak flow). Responsibilities on this project included overall project management and process design lead for the various disinfection processes evaluated, including, chlorination/dechlorination, UV disinfection, and peracetic acid disinfection.

Wastewater Treatment Facility BNR and Infrastructure Upgrade

Technical Process Design Lead|

Town of Uxbridge | Uxbridge, Massachusetts |

Design of a nutrient removal upgrade and capacity expansion from 1.5 to 2.2 mgd. Responsibilities on this project included technical design oversight for the various unit process improvements at the facility, including an upgrade to UV disinfection (designed for both E. Coli and Enterococci effluent requirements).

Career history

2004 - present	GHD, Project Manager

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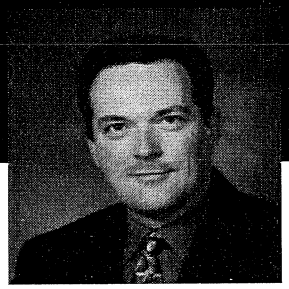
A GHD Associate

Thomas W. Devine CAP CEM LEED AP

Electrical Engineer



Qualifications/Accreditations

- AS, Math/Science

Relevant experience summary

Tom has more than 33 years consulting engineering experience; specializing in the evaluation, planning, design, construction, and startup of power distribution, control and instrumentation systems for municipal, industrial, and commercial facilities. He has managed the firm's Energy Service activities and has been responsible for over 45 energy audits and renewable energy projects at municipal water and wastewater facilities.

Project experience – Wastewater Design

Onondaga County Department of Water Environment Protection (DWEP)

Project Manager |

Syracuse Metro WWTP Phase II Digester Improvement Project | Syracuse, NY |
$60M | 2018 - Present

Served the roll of project consultant to the design team for design tasks related to an expanded anaerobic digester gas cogeneration system, including providing assistance with system sizing, electrical interconnection, heat recovery, and gas conditioning. Performed calculation checks and QA/QC review of the over 90 sheet drawing set. Mr. Devine had previously completed the design of the original co-generation system at the WWTP. He continues to provide QA/QC services and consulting to the project team during the ongoing construction project.

WWTP Phosphorus Optimization Project

Project Manager |

Onondaga County Department of Water Environment Protection (DWEP) | Syracuse Metro Syracuse, NY |
$315K | 2016 - Present

Served as the technical lead on the design team related to process and control optimization and energy management / energy savings. Reviewed existing processes, evaluated existing equipment condition, analyzed process alternatives and developed a preliminary basis of design. Remained engaged with the project team throughout design, providing QA/QC reviews and guidance. Mr. Devine involvement continued through the construction period which is just winding down.

Electrical and Instrumentation Design Exhaust Scrubber System

Project Manager |

New York City Department of Environmental Protection | New York, NY |

These multiple projects included engineering and technical services required to review design plans and specifications for the upgrade of multiple wastewater treatment plants located within the New York City (NYC) watershed. Projects were reviewed for compliance with NYC Watershed Regulations, Recommended Standards for Wastewater Treatment Facilities (Ten-State Standards), Design Standards for Wastewater Treatment Works (NYSDEC), National Electric Code, and the Standard for Fire Protection in Wastewater Treatment and Collection Facilities (NFPA 820). Developed a design review checklist and quality assurance/quality control procedures to maintain quality and consistency, and prepared reports detailing the findings of each review.

Electrical and Instrumentation Design

Project Manager |

Sodium Hypochlorite Facility, North Yonkers Pump Station | Westchester County, NY |

This project included electrical and instrumentation design and construction service for a sodium hypochlorite feed system for disinfection of overflow effluent. Design included a new building, new lighting, new heating and ventilating equipment, new sodium hypochlorite bulk storage tanks and chemical feed equipment. A PLC-based chemical feed system was designed to control the chemical feed pumps based on flow and chlorine residual signals. A sodium hypochlorite level monitoring and overfill alarm system was designed in accordance with New York State Chemical Bulk Storage Regulations (6 NYCRR Parts 595-599).

Career history

1994 - present	Sterns & Wheeler/GHD, Manager Energy Service
1988 - 1994	Blasland & Bouck Engineers (Arcadis), Electrical Engineering

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Kyle R. Morris AIA, NCARB

Architect

Qualifications/Accreditations

- BS Architectural Engineering, 2006
- Registered Architect, 2017

Relevant experience summary

Kyle has 16 years' experience in architectural design and construction. His experience includes numerous municipal and industrial projects centred around water and wastewater treatment facilities. He has extensive experience with building condition surveys and assessments of existing facilities.

Project experience – – Water Treatment Facilities

Water Treatment Plant Evaluation

Senior Architect |

City of Canandaigua | Canandaigua, NY |

Evaluation of the existing Pumping Station, Control Building and Water Treatment Plant structures to aid the client in securing funding. Developed an assessment of existing conditions with priorities, and an opinion of probable cost for recommended improvements.

Water Treatment Plant Evaluation

Senior Architect |

Village of Skaneateles and the City of Syracuse | Skaneateles, NY |

Evaluation of the existing facilities to determine if a combined treatment plant and pump station facility were feasible. Determined square footage requirements and spatial needs based on personnel of both groups. Assisted in developing a conceptual design for the renovation and additions to the existing facility to accommodate office requirements.

Auburn Water Filtration Plant Improvements

Senior Architect |

City of Auburn Department of Utilities | Auburn, NY |

Improvements include renovations to the aging +100-year-old building Slow Sand Filter Building. Improvements to the building structure and exterior insulation finish along with replacement of windows, doors recognize the historical nature of the project but also improve the energy efficiency. The goal is to restore the deteriorated building back to its former prominence and provide the owner with a long-long-term building solution.

Danbury Water Treatment Plant Evaluation

Senior Architect |

City of Danbury | Danbury, CT |

Evaluation of the existing Margerie WTP and West Lake WTP facilities. Developed an assessment of existing conditions and provided recommendations for improvements.

Lake Ontario Water Treatment Plant Improvements

Senior Architect |

Onondaga County Water Authority (OCWA) | Oswego, NY |

Design of numerous accessibility and life safety improvements required for the facility

Buffalo WTP Disinfection System Conversion

Senior Architect |

City of Buffalo | Buffalo, NY |

Design of upgrades required for the disinfection system conversion at the historic Col. Ward Pumping Station. Upgrades included roof replacements, cast stone repairs, removable skylight replacement, new HVAC penthouse and fire separated Chemical Storage Room.

Batavia WTP Priority Improvements

Senior Architect |

City of Batavia | Batavia, NY |

Design of improvements of an existing structure. Improvements included masonry, cast stone and brick repairs to prolong the life of the building. Partial roof replacement was also included as a part of the project.

Career history

2021 - present	GHD, Senior Architect
2016 - 2020	SWBR, Associate, Project Architect
2013 - 2016	Lake Architectural, Architectural Designer & BIM Specialist
2006 - 2012	O'Brien & Gere, Architectural Designer

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Sean Patrick PE LEED AP

HVAC Engineer

Qualifications/Accreditations

- BS Mechanical Engineering University of Vermont, 2004

Relevant experience summary

Sean has 19 years of experience in HVAC and plumbing engineering of commercial, residential, industrial and institutional building systems. Sean's role is the building mechanical group discipline lead. Sean is responsible to manage the design of HVAC and plumbing systems and coordinating with multi-discipline project teams. In addition, Sean's experience includes specification writing, HVAC equipment layout and selection, preparation of schematic design reports and project cost analysis. He also supports new construction and renovation projects through entire project life cycle (schematic design through construction administration).

Project experience – Water and Wastewater

Hinckley Water Treatment Plant Chlorine System Conversion

Building Mechanical Systems Engineer | Mohawk Valley Water Authority | Oneida County, NY

Sean designed the plumbing and HVAC systems for a water treatment plant upgrade that involved converting a gas chlorine system to a liquid chlorine system. The project included new HVAC equipment and emergency safety shower equipment for the chlorine storage room.

Wastewater Pump Station Upgrades (1D-1, 1D-2, and 1E)

Building Mechanical Systems Engineer | Chatham, MA |

Sean designed the HVAC systems for various wastewater pump station upgrades in Chatham, MA. The projects involve heating and ventilation systems for pump station motor rooms, wet wells, and electrical rooms.

Wastewater Pump Station Upgrades

Building Mechanical Systems Engineer | Falmouth, MA |

Sean designed the HVAC systems for various wastewater pump station upgrades in Falmouth, MA. The projects involve design of heating and ventilation systems for pump station motor rooms, wet wells, and electrical rooms.

Wastewater Treatment Plant Improvements – Phase 1

Building Mechanical Systems Engineer | Wareham WWTF | Wareham, MA |

Sean designed the HVAC systems for a wastewater treatment plant expansion of the denitrification filter process. The HVAC design included dehumidification of a below grade pipe gallery, ventilation system, and electric heating. The design included a ventilation system for the electrical room to mitigate heat gain from electrical equipment.

Mashpee Water Resource Recovery Facility (WRRF)

Building Mechanical Systems Engineer | Mashpee, MA |

Sean designed the plumbing and HVAC systems for a new wastewater treatment plant. The design includes 2 new buildings for wastewater screening and treatment. The screening building HVAC system includes an explosion proof 100% outdoor air ventilation unit and exhaust ductwork incorporated into odor control equipment. The process building includes an effluent water heat recovery water source heat pump system for heating and cooling. A high efficiency gas-fired hot water heating boiler is included in the design.

New Holland Well No. 5 Water Treatment Plant

Building Mechanical Systems Engineer | Earl Township | Lancaster County, PA

Sean managed the design of the plumbing and HVAC systems for a new water treatment plant facility in Earl Township, PA. The building including chlorine gas treatment, storage, and associated equipment. The HVAC design incorporated chemical storage room exhaust systems. The plumbing design including a tempered water system for emergency shower/eyewash safety equipment. The mechanical systems included support for an indoor propane fired emergency generator.

Arnold Water Treatment Plant Lime System Upgrade

Building Mechanical Systems Engineer | Anne Arundel County, MD

Sean designed the plumbing and HVAC systems for a water treatment plant expansion for lime delivery. The HVAC design incorporated corrosion resistant ventilating equipment and electric heaters.

Career history

2018 - present	GHD, Senior Mechanical Engineer

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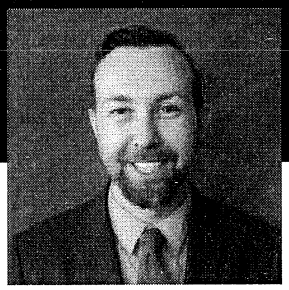
Adam Scicchitano EIT

Process Engineer



Qualifications/Accreditations

- Bachelor of Science, Environmental Resources Engineering, 2016
- New York State Engineer in Training

Relevant experience summary

Adam has 6 years of engineering experience in water and wastewater process design, construction phase services, and industrial pretreatment. He has worked on the evaluation and design of wastewater process assets and has provided construction phase services for WWTP upgrades including submittal and RFI review and site inspection. Adam has prepared engineering reports, contract documents, and AutoCAD drawings for use in capital and emergency construction projects. He has also supervised and conducted field operations including city sewer infrastructure cleaning, televisual inspection, locating and evaluating the condition of manhole, sewer, and pump station infrastructure.

Project experience – Municipal Wastewater Systems

Little Falls Wastewater Treatment Facility

Project Engineer |

City of Little Falls | Little Falls, NY, USA |

The project included the design of a new ultraviolet disinfection system retrofit into a decommissioned chlorine contact tank. In addition, the project included the installation of a new effluent pumping system, new backup generator, and design of a new UV disinfection structure. The UV system was designed to meet new SPDES permit requirements for seasonal disinfection and new fecal coliform limits and anticipated E-Coli limits. Adam was responsible for design, coordination with client, vendors, and engineering trades.

Meadowbrook-Limestone Wastewater Treatment Plant

Project Engineer |

Onondaga County Department of Water Environment Protection | Syracuse, NY, USA |

Project for the design, bidding, and construction of a UV disinfection system and miscellaneous WWTP upgrades. The SPDES effluent permit was revised to include a new total residual chlorine (TRC) limit of 0.02 mg/l. The project included preselection of a new ultraviolet disinfection retrofit into existing sodium hypochlorite contact tank. The UV system design was based on a total life cycle cost analysis. In addition, the project included replacing the existing ferric chloride phosphorus removal system with a new poly aluminum chloride system. Adam was responsible for construction phase services including site inspection, submittal and RFI review, payment applications, logistical coordination, as well as facilitating communication between the client, contractors, and others. The project resulted in improved resiliency and the ability to meet new TRC, fecal coliform, and anticipated E-Coli limits.

Project Engineer |

Wastewater Treatment Plant Flood Mitigation | City of Oneida | Oneida, NY, USA

Adam was responsible for construction phase services including construction site inspection, review of submittals and RFIs, logistical coordination with client, contractors, and others on this project where GHD provided evaluation, design and construction services to provide flood protection for a flood damaged WWTP. From alternatives that also addressed stormwater management and effluent pumping, the preferred and recommended alternative offered the lowest capital cost and provides continuous wastewater treatment through the course of a flood event.

Project Engineer |

Industrial Wastewater Pretreatment Program Assistance | City of Oneida | Oneida, NY, USA

GHD provided assistance with the administration of an industrial wastewater pre-treatment program. Adam's responsibilities included performing industrial user site inspections, developing permits and reports GHD developed a Significant Industrial User (SIU) Inspection Form, an SIU permit, and performed periodic inspection of SIU facilities. GHD also developed a permit for a local landfill, which discharges to the client's treatment facility.

Career history

2017 - present	GHD, Engineer
2016 - 2017	City of New York, Dept. of Environmental Protection, Engineer

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SARA E. MARTIN PE

PRINCIPAL AND OWNER

sara.martin@cpesoln.com

TECHNICAL EXPERTISE

- Project design and management
- Process mechanical design
- Wastewater treatment facilities processes & design
- Wastewater collection and conveyance systems
- Operations, start-up, and training
- Waste to energy
- Technology optimization

YEARS OF EXPERIENCE

- Critical Path Engineering Solutions: 6 years
- With Other Firms: 17 years

SUMMARY

Sara Martin is a licensed professional engineer with over 25 years of experience in project development, management and design of various municipal and industrial water, wastewater, and utilities projects. Her experience also includes design-build implementation, start-up, operation and troubleshooting of anaerobic and aerobic wastewater treatment systems.

REPRESENTATIVE PROJECTS

Lehigh County Authority, PA – Participated on a technical advisory panel with other industry experts to assist with review of engineering reports and recommendations provided by other engineering firms for industrial anaerobic pretreatment at an existing wastewater treatment plant. The panel worked to identify gaps in existing information needed to make decisions as well as provided recommendations on path forward for project to client.

Oneida County Water Quality & Pollution Control, Utica, NY – Provided general engineering services to client, assisting with hydraulic reviews of existing structures, headworks and digester capacity analysis, high-rate disinfection regulatory documentation review, and general infrastructure improvements and troubleshooting assistance.

Webster Water Pollution Control Facility, Quality Assurance Review – Ongoing assistance to a large EPC firm to provide quality review of design and equipment procurement activities. Work will transition to construction observation, start-up assistance, and operational optimization.

Syracuse, NY Facility Plan and Feasibility Study - Partnered with local firm to provide a review of existing operations with recommended upgrades for 20-year growth in sewer district collection area, including feasibility of discharge from a new major industrial source.

New Windsor WWTF, NY Basis of Design for Facility Upgrades - Assisted to develop a basis of design, including technology assessment and documentation required for future upgrades. Work included management of Cormix modeling and sensitivity analysis for development of a new outfall location and associated discharge limits. Work also included writing a white paper of best available technology for treatment of bis (2-ethylhexyl) phalate.

Oneida City WWTP, NY - Assisted with coordination between local industry and WWTP to develop a basis of design required for future upgrades. Also provided sampling and bench-scale testing for proposed technology to be implemented for future upgrades. Wrote a white paper for use of activated sludge for treatment of odorous air.

Mark E. Greene PhD

SENIOR TECHNICAL DIRECTOR

mark.greene@cpesoln.com

Critical Path ENGINEERING SOLUTIONS

TECHNICAL EXPERTISE

- Municipal wastewater
- Industrial wastewater
- Municipal pretreatment
- Leachate treatment
- Biosolids management/energy neutrality

YEARS OF EXPERIENCE

- Critical Path Engineering Solutions: 2 year
- Other Firms: 39 years

Dr. Greene has extensive professional experience with wastewater treatment, industrial pretreatment (headworks analysis), and biosolids handling applications. His areas of technical expertise include biological wastewater treatment, including process optimization, energy neutral operation, nutrient removal, and membranes; solids handling technologies, including anaerobic digestion, combined heat and power, thickening and dewatering; disinfection; and process modeling. He has performed original research, project management, technical guidance, third party reviews, feasibility evaluations, treatability studies, field demonstrations, full-scale start-ups, computer modeling and process troubleshooting.

REPRESENTATIVE PROJECTS

Oneida County Water Quality & Pollution Control, Utica, NY – Provided general engineering services to client, assisting with hydraulic reviews of existing structures, headworks and digester capacity analysis, high-rate disinfection regulatory documentation review, and general infrastructure improvements and troubleshooting assistance.

Oneida County Water Quality and Water Pollution Control, Sauquoit Creek Pump Station, Whitesboro, NY, Technical Reviewer - Provided technical and engineering support to investigate the performance and capacity of the pump station screens and hydraulics.

Onondaga County Department of Water Environment Protection, Syracuse, NY – Provided assistance to another engineering firms for development of conceptual designs and modeling of acceptance of microelectronics wastewater at a municipal treatment works. Duties included development of potential wastewater discharge quality from microelectronics manufacturer and review of process modeling calculations.

Mohawk Valley Economic Development Growth Enterprises (MVEDGE), Marcy Nanocenter, Marcy, New York, Technical Manager - Investigated the feasibility of constructing a County-Owned Neutralization Facility to accept a portion of the dilute wastewaters (which require only pH adjustment) from a semiconductor fabrication facility.

City of Geneva, Local Limits Recalculation, Geneva, NY, Technical Director – Reviewed a reevaluation of local sewer industrial discharge limits for phosphorus, BOD5, TSS and 24 other parameters of concern. The review included calculation of headworks loadings based on SPDES permit limits, water quality standards, sludge disposal criteria, and prevention of inhibition.

Annette M. Mason, PE
Structural Engineer, Managing Partner

PE License No.
NY - # 079977
PA - #080300

NCEES Record No.
45786

Total Years of Experience
31

Years with Current Firm
24

Education
RIT
B.S. Civil Engineering
(1993)

SUNY Delhi
A.A.S. Liberal Arts
(1990)

Affiliations
American Society of Civil Engineers (ASCE)

American Concrete Institute (ACI)

Mrs. Mason is the Managing Partner of Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC, overseeing all business operations. She also manages the structural design for numerous higher educational, municipal, commercial, and institutional projects throughout the State of New York. Mrs. Mason has over 31 years of experience in structural engineering and her engineering skills have been used on projects encompassing the analysis and design of new and existing building structures; design of water, wastewater, and leachate storage tanks; rehabilitation of hydraulic structures; design of retaining and push walls; and structural design and analysis for superstructures and foundations. Annette is proficient in state and federal building codes, structural assessments of buildings, and retrofit or rehabilitation of existing structural systems for buildings or facility structures. Mrs. Mason has been successful in incorporating both flexibility and ingenuity into structural design options by presenting clients with a number of different alternatives which examine cost constraints, project life, and replacement/ rehabilitation options to determine the most economically feasible alternatives for final design.

Project Experience:

Wastewater Treatment Plant UV Disinfection Building, Little Falls, NY
Mrs. Mason provided structural engineering design, bidding and construction administration services for the project. The project started with a structural assessment of an existing chlorine tank to be retrofitted, and drafting a narrative for the project, which eventually included a new UV Disinfection Treatment System building, stand-by generator for the WWTP, and retrofitting UV reactors within existing chlorine contact tanks.

New UV Disinfection Building, Martinsburg, NY
The project entails constructing a new UV Disinfection Building at the Martinsburg Wastewater Treatment Plant (WWTP). Spanning approximately 300 square feet, the structure is designed as a wood pole barn. Additionally, a new Water Treatment Facility will be erected, measuring 24'x28'. This building will accommodate water plant equipment, a Chlorine Room, Bathroom, and Office. It will feature a wood-framed structure supported by poured concrete foundation walls, elevated roughly 2-3 feet above grade. The roof will consist of wood prefabricated trusses with metal roofing, while the exterior walls will be clad in metal siding. Internal finishes will comprise FRP walls and ceilings. The Chlorine Room will have an exterior entrance, and a coiling overhead door will be installed for water equipment access. The interior layout will ensure ADA compliance for the Bathroom and circulation space, with a ceiling height of 10 feet.

Master Planning, Capital Needs Assessments (CNA), Building Condition Surveys (BCS)
Mrs. Mason's past projects range from structural evaluations, cost estimates, sustainability studies, and code review for new and existing buildings and structures. Water and Waste Water Site / Building Evaluations and Studies normally encompass several building structures on a site to be assessed and planned for and have included chlorine storage buildings, chlorine contact tanks & UV system upgrades, waste receiving buildings, grit removal facilities, pump stations, sludge digesters, primary clarifiers, raw sludge pump stations, settling & aeration tank, control room buildings and infrastructure projects amongst others. Some locations included Potsdam WWTP, Chemung County WWTP, Village of Dundee WWTP, Binghamton-Johnson City WWTP, Clayton WWTP, Plattsburgh WWTP.

Oneida County Anaerobic Digester Improvements Project, Rome, NY
Mrs. Mason provided the structural engineering design for the existing City of Rome Water Pollution Control Facility. Improvements at the WPCF included a new HSOW Receiving Building, HSOW Equalization Tank, Gravity Thickener #2 Pump Station Expansion Vault, upgrades to the treatment processes, building and roof improvements, and other miscellaneous improvements.

Potsdam Water Pollution Control Facility, Potsdam, NY
Mrs. Mason provided the structural design for the Water Pollution Control Facility (WPCF) and six (6) Village Pump Stations. The project cost will be approximately $16.1 million, and began in Spring 2018. Mrs. Mason is the partner in charge of Architectural and Structural Services provided in the renovation of the Administration Building, Grit Separator Building, Activated Sludge Pump Station, Digester Control Building, and Sludge Dewatering Building located on the WPCF site.

Robert Senior, PE

209 North Washington Street, Rome, New York 13440 *(315) 330-8140*
robert@trmenvconsultants.com

Years Experience: 40

Professional Summary:

Mr. Senior has over forty years of civil and environmental engineering experience focused on design and construction oversight of WWTPs, infiltration/inflow studies, and municipal sanitary sewer treatment systems.
Over three years, served as the onsite remedial engineer for the cleanup of the Love Canal. He supported the Niagara River Study on river flow and water level impacts from 82 commercial properties. He prepared Responsible Party actions for hazardous waste sites in NY State with the Attorney General's Office. Served as an NYSDOH water supply engineer focused on drinking water supply issues and municipal swimming pools, beaches with bathhouses, hotels, motel fire codes, and private and commercial septic systems. He served as an NYSDEC solid waste engineer addressing solid waste, recycling, and hazardous waste. He is a certified RCRA inspector with approximately 25 years of experience in the program and over 300 industrial inspections. Construction-specific experience has included work in project management, review and implementation of specifications and construction drawings, field construction oversight and quantity tracking, payment application review and approval, sewer repair and installation, stormwater repair and installation, and road surface repair and replacement. Specific experience in these areas includes:

- Wastewater interceptor sewer, pump station, force main, and sanitary sewer design
- Recycling, solid and hazardous waste assessment
- Construction Oversight and Inspection
- Stormwater and Sewer/Pipe Installation
- Construction Management and Cost Tracking

Licenses and Certifications:

- OSHA 40-Hour Hazwoper
- DEC 4-Hour Erosion and Sediment Control (E&SC) Training
- PE, 1981
- OSHA 10-Hour Training

Applicable Experience:

Field Engineer – TRM Environmental Consultants, Rome, NY

Mr. Senior performed construction inspections of stormwater and sanitary sewer lines throughout Oneida County. Served as the lead engineer responsible for verifying construction was performed according to plans and specifications, relaying constructability issues, and proposing suggested resolutions to the project engineer for approval. Project management tasks included tracking all quantities against overall contact bid quantities, reviewing and approving all payment applications and change orders before submittal to the project engineer for approval, verifying NYS DOT-approved lane closures for associated sewer lining, and the restoration of all disturbed areas along state-controlled roadways.

Erie Canal Overlook Improvements, Rome, NY

Ms. Dare served as the RPR for installing a sheet pile retaining wall along the Erie Canal and an associated bulkhead.

Whitesboro, Whitestown, New Hartford Sewer Rehabilitation

Mr. Senior served as the Field Engineer to install cured-in-place pipe (CIPP) sewer lining of 5,000 feet of pipe and replace various components of the sewer collection system, including laterals, main lines, and manholes. Responsible for documenting construction activities in daily reports and tracking material quantities of sewer and stormwater upgrades, sewer and stormwater line installations, closed-captioned televising of sewer lines, installation of cured-in-place polypropylene liners in existing sewer lines, and sewer line and lateral repair. Tasks under our observation also included manhole repair with spray-on liner media, back pressure grouting of the manhole, and manhole chimney repair. His duties included verifying construction was performed according to plans and specifications and that any closure of New York State highways was in accordance with NYSDOT-approved plans. He served as the lead engineer responsible for relaying constructability issues and proposing suggested resolutions to the project engineer for approval. He worked closely with the project engineer and municipal and contractor representatives. Also responsible for photo documentation as well as written documentation of work performed. Pipe installation included ductile iron and fiberglass, manhole structures, vent apparatuses, and plug valves. Mr. Senior attended construction kick-off and status meetings, interacted with various parties impacted by construction, including residents and local businesses, and prepared field reports. Verified installation was according to contract requirements and specifications and negotiated the associated financial costs for the Project Engineer's approval of the monthly contractor application for payment.

Surface Water Infiltration and Inflow (I/I) Assessment

Served as a team member in support of Oneida County Sewer Districts (OCSDs) efforts: explored legal avenues for regulating I/I, sought funding sources for addressing I/I, explored avenues for Capacity Management Operations Management (CMOM), researched available precedents from other municipalities sewer use ordinances, identify approaches taken to address I/I, and perform community outreach/residential interviews to identify I/I issues.

Mohawk Valley Materials, Project Estimator, Marcy, NY

Mr. Senior prepared cost information for land-clearing projects throughout the United States. Responsibilities also included preparing work schedules, work plans, and shop drawings supporting land clearing of vegetation and debris.

Jim Cunningham: Business Owner, Employer, Veteran

Jim Cunningham lives in Madison County less than 60 minutes from the Oneida County WPCP. He is president of Cunningham Environmental Support Inc., where he operates several wastewater water treatment plants in Oneida, Madison and Onondaga County.

Local Experience with UV Disinfection, Conversion of chlorine disinfection to UV disinfection at the Clinton (NY) Water Pollution Control Facility and Canastota (NY) Water Pollution Control Facility

US Air Force Veteran, Civil Engineering Squadron: USAF Strategic Air Command

President and Founder of Cunningham Environmental Support Inc. Managing municipal and Industrial wastewater facilities locally and throughout the United States. Also, the manufacturer of the LC1 Concentrators, a mobile water treatment system providing cleanup of contaminated industrial sites, which merged with Ogden Yorkshire Water systems, a US and European (fortune 500 water utility)

Founder and Owner of Dualsand Technologies Inc: Syracuse NY manufacturer of municipal microfiltration water treatment facilities. Constructing of major infrastructure water projects with facilities protecting all of the New York City, Tampa Bay Water (Largest seawater desalination system in the US), and numerous projects throughout the US and Europe.

Vice President: Ogden Water Systems Inc. Design, Build, Operation of water purification facilities. Jim led major multimillion dollar infrastructure projects throughout the United States, Europe, South America, and the Middle East. Ogden Energy is also the largest Trash to Energy Corporation in the World.

President: New Water Technologies, Inc: Industrial and Municipal Utility Management, Training & Auditing.

Adjunct Professor: (Founder) SUNY Morrisville Environmental Training Center: Instructor for the NYSDEC Police Academy.

Publications:

Featured in the New York State Conservationist
New York State Department of Environmental Conservation & NYS-Federation of Lakes (College Textbook) "Diet for Small Lakes"
(Local Central New York Environmental Book Series) "Along the Oriskany"
Frequent writer for NYS Water Environment Federation: (Clearwaters magazine), numerous technical & environmental publications

State and National Awards:

National award: USEPA for outstanding wastewater management
National award :US Water Environment Federation (Hatfield) National Award for outstanding wastewater facility Management
State Award: NYS Water Environment Association: (UHL T Mann Best Wastewater Management in NYS State Award
State Award: Lynn Enslow Award Outstanding National Environmental Technical Publication

Organizational Leadership positions:

President New York State Federation of Lakes
President: New York State Central Chapter Water Environment Federation
President Madison County Federation of Lakes
President Eatonbrook NY Lake Association
US Federal Commence Department Instructor: Foreign Delegates Environmental Training
Madison County Soil and Water: Board of Directors
NYSDEC Blue Ribbon Panel: Water purification, NYS DEC licensing regulations
NYS Water Environment: Governance Council: Board of Directors
NYS Soil and Water Conservation: Districts Director representing 6 Counties

Town of Nelson Supervisor (three terms): ***Committees*:** Watershed Management, Highway, NYS DRI grants

***Madison County Board of Supervisors*:** **Committees:** *Finance, Planning, Solid Waste, Soil and Water Conservation*

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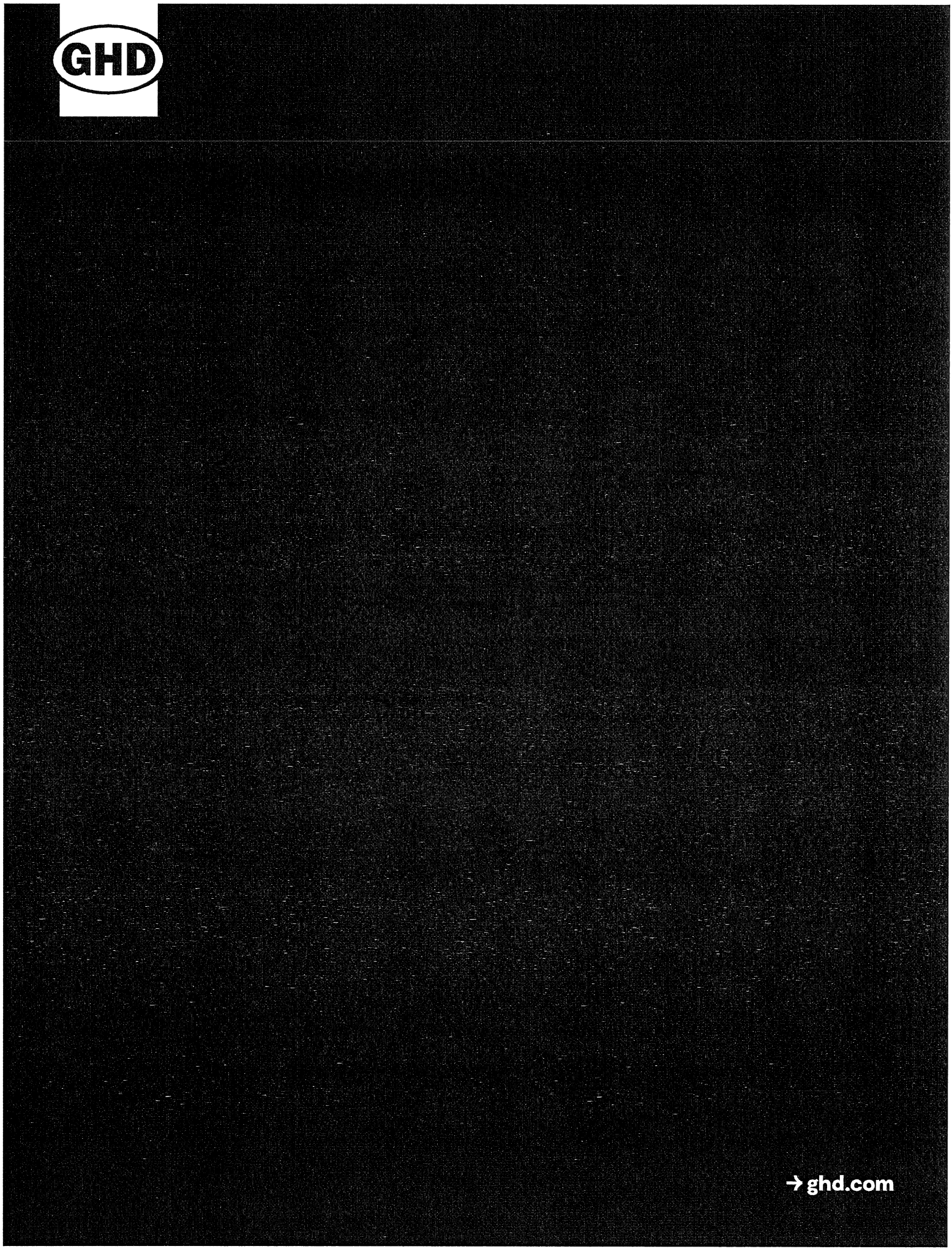
GHD
→ ghd.com

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and GHD Consulting Services Inc. ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

    i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

    ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and

limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal

property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law

will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an

opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

    i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

    ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

    i. Upon all real property owned or leased by the County of Oneida; and

    ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used

for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED GHD Consulting Services Inc. 5788 Widewaters Pkwy Syracuse, NY 13214	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Allied World Assurance Company US Inc — 19489 INSURER B: Zurich American Insurance Company — 16535 INSURER C: Beazley Insurance Company Inc — 37540 INSURER D: — INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** W33198877 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	0310-4497	12/01/2023	12/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Coll Ded: $500 Comp Ded: $250	Y	Y	BAP 3757423-08	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Physical Damage	$ 1,000,000 $ $ $ $ 100,000.00
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	0310-4498	12/01/2023	12/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 6,000,000 $ 6,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 0380936-08	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability		Y	V29594230501	12/01/2023	12/01/2024	Each Claim: Aggregate:	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GHD Project no.: 12633148 - Task Order No. 1 - Oneida County WPCP UV Disinfection

County on Oneida is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability where required by contract or agreement.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with

CERTIFICATE HOLDER

County of Oneida
800 Park Avenue
Utica, NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		GHD Consulting Services Inc. 5788 Widewaters Pkwy Syracuse, NY 13214
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

any other insurance in force for or which may be purchased by Additional Insured where required by contract or agreement.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Professional Liability where required by contract or agreement.

Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation where required by written contract, agreement or permit where permissible by law or statute.

Excess Liability follows form over General Liability, Auto Liability and Employer's Liability.

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POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Where required by written contract**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Where required by written contract**
Location And Description of Completed Operations: **Where required by written contract**
Additional Premium: **N/A**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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POLICY NUMBER: 0310-4497 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: **Where required by written contract**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-08	07/01/2023	07/01/2024	07/01/2023		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

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All other terms, conditions, provisions and exclusions of this policy remain the same.

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M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred, and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

FN 20 24 - 272

PUBLIC WORKS

WAYS & MEANS

April 16, 2024

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

In January 2024, the Department of Public Works issued a request for proposals for construction inspection services for several county highway, bridge, and structure rehabilitation projects ("RFP"). The RFP assigned the projects into four groups—"Group One," "Group Two." "Group Three," and "Group Four"—based on the project locations and schedules.

Four companies responded to the RFP, and Fisher Associates, P.E., L.S., L.A., D.P.C.'s proposal was the lowest-cost and best proposal for each group. Consequently, on February 21, 2024, the Oneida County Board of Acquisition & Contract accepted the proposal from Fisher Associates to provide construction inspection services for all four groups of projects.

The enclosed agreement is for Fisher Associates to provide construction inspection services for "Group 1," the replacement of six structures and/or culverts along Holman City Road (CR-2) and Church Road (CR-20) in the Town of Paris. The agreement is for a term commencing upon execution and ending upon the completion of the work, or no later than December 31, 2025. The total fees paid to Fisher Associates under the agreement will not exceed $146,700.00. The Department intends to submit additional contracts with Fisher Associates for the other groups of projects.

Please consider the enclosed contract for the above-mentioned services. If acceptable, please forward it to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Public Works

Competing Proposal	X
Only Respondent	
Sole Source RFP	
Other	

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Fisher Associates, P.E., L.S., L.A., D.P.C.
180 Charlotte Street
Rochester, New York 14607

Title of Activity or Service: Construction Inspection Services—Group 1
H-2458799

Proposed Dates of Operation: Start on Execution - 12/31/2025

Client Population/Number to be Served: N/A

Mandated or Non-mandated: Non-mandated

Summary Statements

1) Narrative Description of Proposed Services:

The Department of Public Works seeks construction inspection services for four groups of projects. This agreement is for "Group 1", the replacement of six structures and/or culverts along Holman City Road (CR-2) and Church Road (CR-20) in the Town of Paris. The agreement is for a term commencing upon execution and ending upon the completion of the work, or no later than December 31, 2025. The total fees paid to Fisher Associates under the agreement will not exceed $146,700.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding:

	Account #:	H-DPW-003 (H-298)
	Total Funding Requested:	$146,700.00
	Oneida County Dept. Funding Recommendation:	$146,700.00
Proposed Funding Sources	**Federal:**	$0.00
	New York State:	$0.00
	County:	$146,700.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

AGREEMENT

This Agreement, effective upon the date of its full execution ("Effective Date"), is by and between the County of Oneida ("County"), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and Fisher Associates, P.E., L.S., L.A., D.P.C. ("Consultant"), a New York domestic professional service corporation with its principal place of business located at 180 Charlotte Street, Rochester, New York 14607. The County and the Consultant are each a "Party" and together, the "Parties."

WITNESSETH:

WHEREAS, the County requires construction inspection services for various County highway, bridge, and structure rehabilitation/replacement projects, and issued a request for proposals seeking such services (the "RFP"), a copy which is annexed as Exhibit B; and

WHEREAS, the RFP separated the projects into four groups based on their locations and the schedule for each project, as set forth more fully in Appendix F to the RFP; and

WHEREAS, the Consultant submitted a proposal to provide such construction inspection services (the "Proposal"), and a copy of its Proposal is annexed as Exhibit C; and

WHEREAS, the County wishes to hire the Consultant to provide construction inspection services for those projects described as "Group 1 Projects" in Appendix F to the RFP, and the Consultant wishes to provide such services in exchange for payment;

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. SERVICES AND SCHEDULE

1.1. The Consultant shall provide construction inspection services as set forth in Appendix G to the RFP—Construction Inspection Requirements and Construction Inspection Scope of Work—for those projects described as "Group 1 Projects" in Appendix F to the RFP (collectively, the "Services").

1.2. The Consultant shall perform the Services within eighteen (18) weeks from the County's issuance to the Consultant of a Notice to Proceed as set forth in Section 3.1 of this Agreement, or according to such other schedule as the County's project manager, as identified in this Agreement, may designate in writing to the Consultant.

2. TERM

2.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the earlier of the completion of the Services or December 31, 2025.

3. **NOTICE TO PROCEED**

3.1. The Consultant shall not commence the performance of the Services until the County issues a Notice to Proceed.

3.2. The Notice to Proceed shall be in the form of a letter signed by the County's project manager, as identified in this Agreement, authorizing the commencement of the Services.

4. **COMPENSATION**

4.1. For the Consultant's providing the Services, the County will pay the Consultant a not-to-exceed fee of One Hundred Forty-Six Thousand Seven Hundred dollars and Zero cents ($146,700.00).

4.2. Payment shall be made on the basis of Services completed and billed in accordance with the hourly rates established in the Proposal. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

4.3. The Consultant shall not be entitled to payment for any Services performed prior to the issuance of the Notice to Proceed or following the termination of this Agreement.

5. **EXECUTORY OR NON-APPROPRIATION CLAUSE**

5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for payment for the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement.

6. **PERFORMANCE OF THE SERVICES**

6.1. The Consultant shall comply with, and shall ensure that each of its employees and subconsultants comply with, all certification, knowledge, and experience requirements set forth in Appendix G to the RFP.

6.2. The Consultant affirms that it does not have any financial interest or conflict of interest that would prevent the Consultant from providing unbiased, impartial service under this Agreement.

6.3. The Consultant shall perform the Services with professional care and in accordance with industry standards.

6.4. It is understood and agreed that the Consultant has the professional skills necessary to perform the Services and that the County relies upon the professional skills of the Consultant to do and perform the Services.

6.5. The Consultant agrees to maintain in confidence and to not disclose to any person or entity, without the County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of the County. The covenants contained in this section shall survive the termination of this Agreement for whatever cause.

6.6. The Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform the Services in a professional and competent manner.

6.7. The Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, State or local laws or regulations impose specific requirements for the performance of the same.

6.8. The Consultant is solely responsible for paying all of its expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.9. The Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind the County, or create obligations on the part of the County, without the prior written authorization of the County.

6.10. The Consultant understands that prompt and ready completion of the Services is required, time being of the essence. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. The Consultant agrees to diligently perform the Services.

6.11. The Consultant shall immediately notify the County in writing of any difficulty in complying with requirements of this Agreement.

7. NON-ASSIGNMENT

7.1. The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the County.

8. SUBCONTRACTS

8.1. A subconsultant is a person who has an agreement with the Consultant to perform any of the Services.

8.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services. By execution of this Agreement, the County agrees to the performance of Services by such subconsultants, if any.

8.3. All agreements between the Consultant and its subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits. The Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of the Services resulting from new findings or unanticipated conditions, the Consultant shall promptly notify the County of the changes and advise the County of the recommended solution. The Services shall not be modified without prior written authorization of the County. Payments for any additional services authorized by the County shall be agreed upon in writing prior to commencement of such additional services.

10. PROJECT MANAGERS

10.1. The County designates the Commissioner of Public Works as its project manager, who shall be responsible for: administering and interpreting the terms and conditions of this Agreement, monitoring the Consultant's performance under this Agreement, and communication with the Consultant.

10.2. The Consultant designates Al Cowen, P.E. as its project manager who shall be responsible for all matters relating to the Consultant's performance under this Agreement and for communication with the County.

10.3. Either Party may change its project manager in a notice provided to the other Party pursuant to Section 11.

11. NOTICES

11.1. Notices to the County shall be sent by United States certified mail, return receipt requests, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Notices to the Consultant shall be sent by United States certified mail, return receipt requested, to the Consultant's project manager at the address first set forth above or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. The Consultant, its subconsultants, and all of their collective officers, employees, and agents are independent contractors in the performance of this Agreement. They shall not be deemed employees of the County and shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. They shall conduct themselves in accordance with their status as independent contractors and shall not hold themselves out as, nor claim to be, officers or employees of the County. The County shall have the right to participate

in any conference, discussion, or negotiation with any governmental agency regarding such persons' status as independent contractors.

12.2. Payments to the Consultant shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the Consultant as a result of the County not making such payments or withholdings.

13. ASSUMPTION OF RISK AND INDEMNIFICATION

13.1. The Consultant solely assumes the risk of unforeseen obstacles and difficulties in the performance of the Services, whether such risks are within or beyond the control of the Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon the County.

13.2. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the County, its officers, employees and agents (collectively, the "Indemnitees") from any and all claims (including but not limited to claims asserted by any employees of the Consultant), costs, and expenses of whatever kind (including but not limited to attorneys' fees) allegedly arising out of or in any way related to: (a) the risks it assumes under this Section 13, (b) the Consultant's or its subconsultant's performance of this Agreement; (c) intentional or negligent acts or omissions of the Consultant or its officers, employees, subconsultants, or agents; or (d) from the Consultant's or its officer's, employee's, subconsultant's, or agent's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of any payment shall release the Consultant from its obligations under this Section 13. The enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

14. INSURANCE REQUIREMENTS

14.1. The Consultant shall purchase and maintain, and shall require any subconsultant to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.1.1. Commercial General Liability (CGL) coverage with limits of not less than

One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. The Consultant shall maintain said CGL coverage for itself and the additional insured for the duration of this Agreement and shall maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion of the Services.

14.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.1.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

14.1.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

14.1.5. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim.

14.2. Waiver of Subrogation: the Consultant waives all rights against the County and its officers, employees, and agents for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.3. The County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to the County. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express

purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by the Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein.

15.3. The Consultant agrees that it shall not discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof, whether by the Consultant or any subconsultant.

16. MATERIAL BREACH

16.1. A material breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by the Consultant in inducing the County's acceptance of this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If the Consultant shall file a voluntary petition in Bankruptcy Court or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.

16.1.4. If the Consultant assigns its rights and duties under this Agreement without the prior written consent of the County.

16.1.5. If the Consultant provides defective Services, as determined by the County in its reasonable discretion.

16.2. If the Consultant materially breaches this Agreement, the County may, without limitation: (a) declare the Consultant in default and pursue all remedies provided

herein or available at law; (b) perform the Services and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement; (c) contract with a third party for the performance of the Services and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement; or (d) immediately terminate this Agreement as set forth in Section 17.

17. TERMINATION

17.1. The County may terminate this Agreement immediately upon the Consultant's material breach of this Agreement.

17.2. The County may terminate this Agreement for any reason upon ten (10) days' written notice to the Consultant.

17.3. The Consultant may terminate this Agreement upon thirty (30) days' written notice to the County identifying a substantial failure by the County to fulfill its obligations under this Agreement, but only if such substantial failure remains uncured upon the conclusion of such 30-day notice period.

17.4. If this Agreement is terminated, the Consultant shall be entitled to payment only for Services satisfactorily performed prior to the effective date of termination; provided however, that the County may condition payment of such compensation upon the Consultant's delivery to the County of all materials provided to the Consultant or prepared by the Consultant for the County in connection with this Agreement.

18. OWNERSHIP OF DOCUMENTS

18.1. All deliverables, drawings, plans and specifications prepared in the performance of this Agreement shall be and remain County property. The Consultant may retain copies of such documents but may not use them for other projects without the prior written approval of the County.

19. NON-WAIVER

19.1. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not authorize a preceding or subsequent waiver of that or any other provision.

20. CHOICE OF LAW/FORUM

20.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of laws.

20.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or

in the United States District Court for the Northern District of New York located in Oneida County, New York.

21. INCORPORATION BY REFERENCE AND ORDER OF PRECEDENCE

21.1. The following exhibits are incorporated into this Agreement. In the case of conflicts between the provisions of this Agreement and the exhibits, or among the exhibits, the following order of precedence shall control:

21.1.1. Exhibit A – Standard Oneida County Conditions

21.1.2. Any amendments to this Agreement, in reverse chronological order.

21.1.3. This Agreement

21.1.4. Exhibit B – The RFP

21.1.5. Exhibit C – The Proposal

22. SUCCESSORS AND ASSIGNS

22.1. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, legal or personal representatives, successors, and permitted assigns.

23. SEVERABILITY

23.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

24. ENTIRE AGREEMENT

24.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

25. COUNTERPARTS

25.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

26. AUTHORITY TO ACT/SIGN

26.1. The Consultant's signatory hereby represents and certifies that: he or she has the power and authority to execute and deliver this Agreement; the execution and delivery by the Consultant's signatory of this Agreement and the consummation of

the transactions contemplated herein have been duly authorized by the Consultant; and no other action on the part of the Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

27. **ADVICE OF COUNSEL**

27.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

28. **AMENDMENTS**

28.1. Amendments to this Agreement, if needed, shall be in the form of the Change Order attached hereto as Exhibit D.

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

_____ _____

Anthony J. Picente, Jr. Date
County Executive

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

Emily M. Smith 4/17/2024

Emily M. Smith, P.E. Date
Vice President/Dir. Transportation

Approved:

_____

Andrew Dean, Esq.
Deputy County Attorney-Administration

Exhibit A

(Standard Conditions)

Appendix A

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **Executory or Non-Appropriation Clause.**

1.1. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

2.1. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.**

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

3.2. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

3.3.1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

3.3.1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

_____

_____

3.4. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.4.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive

payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under

Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. **Identifying Information and Privacy Notification.**

11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

11.2. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. **Prohibition on Purchase of Tropical Hardwoods.**

14.1. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

14.2. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to meet with the approval of the County.

15. **Compliance with New York State Information Security Breach and Notification Act**. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **Gratuities and Kickbacks**.

16.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

16.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **Audit.**

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

17.2. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **Certification of compliance with the Iran Divestment Act.**

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

18.2. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

18.3. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

18.4. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. **Prohibition on Tobacco and E-Cigarette use on County Property.**

19.1. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

19.1.1. For the purposes of this provision, the "use of tobacco" shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

19.1.2. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, "on Oneida County property" shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

19.3. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. **Compliance with New York State Labor Law § 201-G.**

20.1. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

Exhibit B

(RFP)

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING
5999 JUDD ROAD
ORISKANY, NEW YORK 13424

REQUEST FOR PROPOSAL

HIGHWAY, BRIDGE, AND STRUCTURE

REHABILITATION / REPLACEMENT PROJECTS

2024 CONSTRUCTION INSPECTION SERVICES

JANUARY 8, 2024

REQUEST FOR PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES

1. Introduction

1.1 The County of Oneida (the "County") is soliciting proposals from qualified consulting firms with demonstrated experience in providing similar services.

1.2 Proposals in response to this RFP must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a USB flash drive to:

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

1.3 Packages containing proposals must be marked "2024 Construction Inspection Services".

1.4 **Proposals are due at the above address no later than 2:00 p.m. on February 8, 2024.**

1.5 Questions relating to this RFP should be directed to Nicholas DiGennaro at 315-793-6233 or ndigennaro@ocgov.net.

1.6 Project specific questions should be directed to Jason Swistak at 315-793-6240 or jswistak@ocgov.net.

2. Project Description

2.1 Oneida County is soliciting proposals from qualified firms to provide Construction Inspection services for various highway, bridge, and structure replacement / rehabilitation projects, as described in **Appendix F**, attached hereto.

3. Scope of Services

3.1 The consulting firm selected for this project (the "Consultant") shall be required to provide qualified inspectors and all services necessary for the performance and completion of all work. Construction Inspector Qualifications and Construction Inspection Services are described in **Appendix G**, attached hereto.

4. Terms and Conditions

4.1 The Project outlined in this RFP shall be awarded by County.

4.2 The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.3 A firm responding to this RFP (a "proposer") may be designated for an interview with the County.

4.4 The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.5 The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.

4.6 The Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.7 Firms and/or sub-consultants qualified and certified as Minority/Women Business Enterprises are encouraged to submit proposals. The Consultant and/or sub-consultants shall make a good faith

effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

4.8 The Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.9 The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.10 Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

4.11 Each proposer shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A**.

4.12 Each proposer shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B**.

4.13 Each proposer shall comply with and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy, attached hereto as **Appendix C**.

4.14 Each proposer shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D**.

4.15 **Appendix E** shall become part of any contract, resulting from this proposal, between Consultant and County.

5. Payment for Services

5.1 Consultant shall invoice County monthly for services rendered.

5.2 Payment shall be based on established hourly billing rates.

5.3 Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross- claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein

of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and at least Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and at least Two Million Dollars ($2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella polices to include the County as an additional insured on a primary and non- contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. **Independent Contractor Status**

8.1. For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

8.2. The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9. **Document Reproduction and Ownership of Original Drawings and Manuscripts**

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. **Choice of Law**

10.1. The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. **Submittal Requirements**

11.1. Cover page (one page).

11.2. List of sub-consultants (one page).

11.3. Signed **Appendix A** – Non-Collusion Certification

11.4. Signed **Appendix B** – Iran Divestment Act Certification

11.5. Signed **Appendix C** – Solid Waste Certification

11.6. Signed **Appendix D** – Statement on Sexual Harassment

11.7. Completed **Appendix H** – Fee Proposal

11.8. Billable hourly rate schedule including sub-consultants.

12. Special Requirements

12.1. The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub- consultants.

13. Selection Process

13.1. The County shall review all proposals received and reserve the right to select proposers for further presentation and interview.

13.2. The following criteria shall be used in the selection process.

13.2.1. Approach to Project:

13.2.1.1. Understanding of Project scope

13.2.1.2. Understanding of implied or required activities

13.2.1.3. Reasonableness of proposed approach

13.2.1.4. Proposed Work/Services schedule

13.2.2. Experience/Qualifications of Project Personnel and Firm:

13.2.2.1. Previous experience with governmental agencies

13.2.2.2. Previous experience with similar projects

13.2.2.3. Project staff experience with similar projects

13.2.2.4. Project management expertise

13.2.3. Credentials of Firm:

13.2.3.1. Reference/client assessment of previous performances

13.2.3.2. Demonstrated ability to keep projects on schedule

13.2.3.3. Firm's most significant relevant project

13.2.4. Level of Effort:

13.2.4.1. Commitment of assigned personnel to the project

13.2.4.2. Firm's current workload and availability

13.2.5. Fee Proposal

13.3. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County.

13.4. Should the Agreement be unacceptable to the Consultant, the County reserves the right to procure services from another proposer.

14. Responsibility of Consultant

14.1. All responding firms shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected.

Appendix A
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-Collusive Bidding Certification. By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

2) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3) The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____
(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By:

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature _____

Date: _____

Appendix C
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

_____	_____
Name (Print)	Title
_____	_____
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Name (Print)	Title
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Appendix E
Standard Contract Clauses Addendum

The following addendum modifies, changes, or adds to the contract for construction between the County of Oneida, hereinafter known as COUNTY, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR intend to enter into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to any Contract, for good consideration, agree to be bound by the following clauses which will be made a part of the Contract.

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**
   a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. **ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.**
   a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.**
   a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
      i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code)

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

A. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).** When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of

this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been

knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations, and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule, or regulation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal

purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **GRATUITIES AND KICKBACKS.**

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or

controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **AUDIT.**

a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

b. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.**

a. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract

awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default,

d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. **PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.**

a. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

i. For the purposes of this provision, the "use of tobacco" shall include:

A. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

B. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including chewing; holding in the mouth; or expectoration of chewing tobacco.

ii. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

iii. For the purposes of this provision, "on Oneida County property" shall be defined as:

A. Upon all real property owned or leased by the County of Oneida; and

B. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

iv. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. **COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G.**

a. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Appendix F
PROJECT DESCRIPTIONS

Estimated Construction Timeframe is Spring 2024 – Fall 2025

Group 1 Projects

a. Replacement of 6 structures and/ or culverts along Holman City Road, CR 2 and Church Road, CR20, Town of Paris.

Group 2 Projects

a. Streambed Stabilization adjacent to Structure C11-53, Lee Center - Stokes Road over Burk Creek, Town of Lee.
b. Streambed Stabilization adjacent to West Ava Road, CR 67 alongside Point Rock Creek, Town of Ava.

Group 3 Projects

a. Replacement of Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland.
b. Replacement of Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
c. Replacement of Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon.
d. Replacement of Structure C3-54, Jug Point Road over Black Creek, Town of Verona.
e. Replacement of Structure C6B-53, Stokes - Westernville Road over Br. Mohawk River, Town of Western.

Group 4 Projects

a. Blossvale Road, CR66 Slope Repair. Sites #2 & #3, Town of Annsville.
b. Guide Rail and Bridge Approach Rail Replacements, Various Locations throughout Oneida County.

Note: 1. All projects are in various stages of design, and it is anticipated that construction will take place in 2024 and 2025.
2. Oneida County will award each group as individual contracts to the lowest qualified submitter for that group.

Appendix G
CONSTRUCTION INSPECTOR REQUIREMENTS

The Chief Inspector shall possess NICET Level III or Level IV Certification in Transportation / Highway Construction. In lieu of NICET Certification, proof of equivalent training and/or experience may be considered.

The Chief Inspector shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to (a) maintain field and office records, (b) to perform complex quantity and engineering computations, (c) read and interpret plans and specifications, and (d) deal with people.

The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping (MURK).

CONSTRUCTION INSPECTION SCOPE OF WORK

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:

    a. Keep a daily diary and digital photo log of all events pertinent to the progression of the project.
    b. Verify that materials utilized are as specified in the contract documents.
    c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
    d. Document quantities in a manner sufficient to recommend payment for work completed.
    e. Review and make recommendation of Contractor's requests for payment.
    f. Keep County Liaison informed of progression of work.

2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.

3. The Consultants Project Manager or Chief Inspector will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.

4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.

5. The inspector will keep a project specific daily diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.

6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.

7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.

8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.

9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.

10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.

11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.

12. The inspector will invoice the County monthly for services rendered, based upon 2024 billing rates submitted. Personnel billing rates shall be submitted for the 2024 calendar year and shall be marked "Appendix B". In the event that projects continue into 2025 the Consultant has the option to perform work under the 2024 billing rate or submit revised billing rates for consideration.

Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

A. Resident Engineer / Chief Inspector
B. Project Manager
C. Administrative Assistant

Construction documents were prepared by various designers and will be bid under several packages at various times through 2024. Projects may be awarded to a single or multiple Contractors.

1. Group 1 Projects as indicated in Appendix F (H-298) Estimated hours of construction inspection and supervision effort to complete all projects based on a 18-week schedule.				
A. 720 hours @		/hour =	$	Straight Time
A. 180 Hours @		/hour =	$	Overtime
B. 180 Hours @		/hour =	$	Straight Time
C. 90 Hours @		/hour =	$	Straight Time
		Total	$	

2. Group 2 Projects as indicated in Appendix F (H-546) Estimated hours of construction inspection and supervision effort to complete all projects based on a 6-week schedule.				
A. 240 hours @		/hour =	$	Straight Time
A. 60 Hours @		/hour =	$	Overtime
B. 60 Hours @		/hour =	$	Straight Time
C. 30 Hours @		/hour =	$	Straight Time
		Total	$	

3. Group 3 Projects as indicated in Appendix F (H-615) Estimated hours of construction inspection and supervision effort to complete all projects based on a 27-week schedule.				
A. 1080 hours @		/hour =	$	Straight Time
A. 270 Hours @		/hour =	$	Overtime
B. 270 Hours @		/hour =	$	Straight Time
C. 135 Hours @		/hour =	$	Straight Time
		Total	$	

4. Group 4 Projects as indicated in Appendix F (H-614) Estimated hours of construction inspection and supervision effort to complete all projects based on a 7-week full time schedule and a 6-week part time schedule.				
A. 400 hours @		/hour =	$	Straight Time
A. 70 Hours @		/hour =	$	Overtime
B. 100 Hours @		/hour =	$	Straight Time
C. 50 Hours @		/hour =	$	Straight Time
		Total	$	

It is anticipated that Group 4, Project b. (Guide Rail Replacements) will require part time inspection coverage. Field verification of quantities requiring removal and quantities of new items to be installed are key elements requiring inspection.

Exhibit C

(Proposal)

2024 CONSTRUCTION INSPECTION SERVICES

Highway, Bridge, and Structure Rehabilitation / Replacement Projects

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424
ndigennaro@ocgov.net

February 8, 2024
2:00 PM

Emily Smith, P.E. | Vice President / Director of Transportation
120 E. Washington Street, Suite 200 I Syracuse, New York 13202
315.422.4822 | esmith@fisherassoc.com

FISHER ASSOCIATES

Oneida County

Department of Public Works
Division of Engineering

2024 Construction Inspection Services

Highway, Bridge, and Structure Rehabilitation / Replacement Projects

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- Appendix B – Iran Divestment Act Certification
- Appendix C – Recycling and Solid Waste Management Certification Form for Oneida County Contracts
- Appendix D – Statement on Sexual Harassment in Accordance with New York State Law

Construction Management Plan

Comprehensive project documentation during construction is critical for you as an owner, as it ensures that your project is built in accordance with the applicable plans and specifications and, therefore, will provide the service life it was designed to achieve. With limited funding sources, you need to ensure your money is spent wisely. In addition, this documentation serves as your record of the infrastructure you have constructed for future reference when other projects occur in this area. Accurate documentation of your infrastructure minimizes delays and additional costs on future projects due to uncertainties resulting from vague or inaccurate as-built documentation.

Fisher Associates, P.E., L.S., L.A., D.P.C. (Fisher) prides itself on providing comprehensive construction documentation. Our documents are prepared with the level of detail that is needed to support that the project was built as designed. When deviations in the design are necessary, due to factors such as unforeseen field issues, such changes are properly documented and noted in the inspection reports as well as on the record drawings. Ensuring you have the right inspection team with the right mindset and attention to detail is the first step to ensuring a successful inspection of your project. Fisher understands the importance of comprehensive construction documentation. We hold our inspection team to high standards and monitor their reports throughout the duration of construction to ensure the appropriate level of detail and supporting information is provided.

Approach to the Project and Understanding of Project Scope

We understand the scope of work is to perform construction inspection services for a variety of project types that have been bundled together into four groups. Group 1 includes the replacement of 6 structures and/or culverts along Holman City Road and Church Road in the Town of Paris. Fisher is very familiar with these structures as we are in the process of completing the design and bid documents for these structure replacements. Group 2 projects include two streambed stabilization projects, one in the Town of Lee, the other in the Town of Ava. Group 3 projects include the replacement of 5 structures, one each in the Town of Kirkland, Steuben, Vernon, Verona, and Western. Again, Fisher knows these well as we are designing the replacement structures for the county. Group 4 includes slope repair in the Town of Annsville and guide rail and bridge approach replacements at various locations in the county. Fisher inspected a slope repair along Blossvale Road in the Town of Annsville in 2022 for a project that was progressed under an emergency contract due to the hazardous condition of the road.

We understand that construction inconveniences are a concern. Residents and businesses want to ensure their access is maintained. The public wants to know what to expect, when to expect it, and how long it will last, and our inspection team is the team to facilitate communication of all relevant construction information. We take our responsibility as the County's on-site agent very seriously, and it is our duty to represent the County courteously and professionally. At the kick-off meeting with the County, we will ascertain the appropriate chain of communication and methods to be used to convey construction-related information to the residents, businesses, transit providers and emergency responders within the corridor.

Our inspection team will ensure that every interaction they have is conducted with the goal of listening to understand the concern and conveying information in a clear and concise manner. Our team includes a number of experienced inspection personnel: **Al Cowen P.E. will serve as the Project Manager.** Our **Chief Inspector(s)** will be chosen from a pool of candidates dependent

upon the construction schedule, project location and duration, and staff availability. We have included resumes for Tim Decker, Ken Leisenring, Joe Cacozza and Dave Ward who are all NICET IV equivalent inspectors based on experience gained while working for the County or NYSDOT. These candidates are all skilled at inspecting projects like the structure, culvert, slope stabilization, and rail replacements identified in the RFP. All four are local residents and have firsthand knowledge and experience of trying to navigate through County construction work zones and the challenges this presents to motorists, which facilitates their ability to communicate with and understand those impacted by construction effectively. Jack Giedraitisis is a NICET III equivalent inspector, a resident of neighboring Madison County, and has expressed interest in an assignment to a county project. These Chief Inspectors will represent you in the field and will be accountable for all the construction components, including required recordkeeping and estimating using Appia project management software.

With our proposed team, the County will be provided with comprehensive construction documentation; routine status updates on the project from our Project Manager and assistance to the Chief Inspector as needed; as well as review of daily reports, change orders, and pay applications; an experienced Chief Inspector who has the ability to effectively communicate with the public and extensive knowledge of the County's standards to ensure the project is properly constructed; QA/QC oversight from our Construction Inspection Manager.

Understanding of implied or required activities.

The inspection services include providing a level NICET III or IV certified Chief Inspector. In lieu of NICET Certification, the County may consider an individual with equivalent training and/or experience. The Chief Inspector shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to maintain field and office records, to perform complex quantity and engineering computations, and read and interpret plans and specifications, and deal with people. The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation (NYSDOT) Standard Specifications, Construction and Materials Manual and the NYSDOT Manual for Uniform Record Keeping (MURK).

The Chief Inspector will keep a daily diary and digital photo log of all events pertinent to the progression of the project. Fisher will provide Appia construction software for use in the administration of this inspection project. The Chief Inspector will verify that materials utilized are as specified in the contract documents. He/She will ensure the project is built to the lines, grades and in accordance with the approved plans and specifications. Quantities will be documented in a manner sufficient to recommend payment for the work completed. The Chief Inspector will create payment applications and make recommendations for Contractor payments. He/She will also keep the County Liaison informed of the progression of work and especially aware of any issues that may arise.

Fisher's Project Manager will arrange for and conduct a preconstruction meeting and prepare and distribute meeting notes. The project designers of record will be responsible for reviewing and approving all shop drawings for the projects. The Chief Inspector will keep a project specific daily diary. The diary will describe the progress of the work, size of the workforce, equipment used, weather conditions, and any specific problems encountered. Digital photos will document progression of work and upon project completion, will be provided to the County on a USB drive or CD-ROM. The Chief Inspector will take measurements, obtain copies of delivery tickets, and record all pertinent information necessary to verify and recommend

Contractor payments. Appia will be made available to the County Liaison who will have access to the daily diaries, quantities used, photos, etc. whenever logged in to Appia.

We understand the Prime Contractor will be responsible for contracting a third party for materials testing. The Contractor will also be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The Chief Inspector will observe testing procedures, review test results, and recommend acceptance or rejection of materials tested.

The Chief Inspector will monitor construction activities and inform the County of the project's progression. The Chief Inspector will make recommendations to the County regarding any minor changes requested by the Contractor. He will confer with the Designers regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.

The Chief Inspector will maintain a set of record drawings during construction. Upon project completion the marked-up record drawings will be forwarded to the County who will coordinate the finalization of the drawings with the Designers. The Chief Inspector will develop a punch list upon substantial completion of the project. He will coordinate a meeting between the Contractor and the County to review the punch list.

Project Manager - Our Project Manager, Al Cowen, PE, will be responsible for overall management of the project including monitoring the project budget and schedule, reporting any issues to the County's Project Manager that may result in project delays, preparing monthly invoices utilizing the 2024 billing rates submitted, attending field meetings, assisting the Chief Inspector in issue resolution of identified field issues, ensuring that the Chief Inspector has all the essential resources he needs and conforms to our safety protocols, and providing quality control for the Chief Inspector's project reports, change orders, and pay applications.

Resident Engineer / Chief Inspector - The Chief Inspector's office responsibilities will include keeping accurate and detailed records of construction observation activities. This includes ensuring daily reports are completed for each day of construction, and all necessary supporting documents, such as materials certs, photos, etc. are attached to the daily reports. If the contractor does not work on a specific day for any reason, a report will be prepared to document this. They will also be responsible for preparing change orders and contractor pay applications and coordinating with the contractor regarding schedule, as well as coordinating with the contractor when testing services are needed.

Their field responsibilities will include performing construction observation services and preparing the associated construction reports. Additional details of the Chief Inspector responsibilities include:

A) **Observation of Work:** The Chief Inspector will be responsible for being out on the construction site observing construction activities completed by the contractor. Ample photographs will be taken to accompany the daily reports prepared and depict the work performed each day. Work completed will be compared against the contract plans and specifications to ensure consistency with the approved project documents and County standards. Measurements will be taken accordingly to confirm quantities of excavations and materials placed. Material certifications will be collected as required for designated materials. Observation activities will also include observing the work zone set up daily to ensure consistency with the contract plans and specifications. When work cannot be

completed in accordance with the plans for any reason, discussions with the contractor and County Project Manager will occur to ascertain the reasons and determine the course of action to take. Any deviations from the plans will be documented and shown on the record drawings.

B) **Quality assurance & control:** Quality assurance and quality control throughout the duration of construction is essential to ensure that the appropriate documentation is being prepared along the way so that at the end of the project, there is no missing or vague information which is difficult to obtain or verify after construction is complete. In addition, performing QA/QC of the construction site itself ensures a safe work zone for the contractor and the traveling public. The following QA/QC activities will be completed for this project:
    - Observation of the work zone set up daily to ensure consistency with the contract plans and specifications.
    - Review of the Chief Inspector's daily reports by the Project Manager.
    - Review of change orders and pay applications, prepared by the Chief Inspector, by the Project Manager.
    - Routine visits to the construction site by our Project Manager to observe general safety of the site including but not limited to proper use of personal protective equipment, clear delineation of work zones, and visibility of construction signage. Any issues noted will be communicated to our Chief Inspector for immediate resolution.

C) **Submission of daily construction reports & photographs:** The Chief Inspector will prepare daily inspection reports ensuring that the proper level of detail is included to clearly explain the operations observed. He will ensure that the proper items and quantities are recorded, and all required material certifications are attached to the report. Photographs will be taken to accompany the daily reports and visually depict the work completed. All photos will be cataloged with the date they were taken. Any measurements taken will be documented in the daily reports and if additional quantities result for a specific item, it will be noted along with the rationale for the additional amount. If the additional amount is not justified, this will also be noted and discussed with the contractor. The County's Project Manager will be kept informed of quantity overruns that may result in a change order. In addition, should any unforeseen conditions arise that necessitate adding or deleting items from the contract, the County's Project Manager will be informed. At no time will the County's Project Manager be surprised regarding the need for a change order as they will be kept in the loop throughout the duration of construction.

    Appia software will be used to house all construction documents. Appia will be used to prepare daily reports with all supporting documents (i.e., material certs, photos, etc.), change orders, and pay applications. Construction progress meeting minutes and all other construction documents will be kept in Appia as well, allowing all documents to be viewed by the County's and Fisher's Project Managers at any time.

D) **Review of contractor invoices and change orders:** Our Chief Inspector will prepare any necessary change orders in Appia based on the documented quantities input from the daily reports and submit change orders to the contractor for initial review and concurrence with the quantities. Any quantity disputes will be discussed and resolved

with the contractor, including the County Project Manager and Fisher's Project Manager, as necessary. Upon agreement of the quantities, the change order will be signed by the Chief Inspector and submitted to Fisher's Project Manager for review and signature. Subsequently, it will be forwarded to the County's Project Manager for review, signature, and processing of payment. The final executed change order will be filed within Appia and incorporated into the next pay application.

Contractor pay applications will follow a similar procedure, with our Chief Inspector generating the pay application from Appia based on the quantities input into the system. The pay application will be sent to the contractor for review and concurrence. Again, any quantity disputes will be resolved, involving the County's and Fisher's Project Managers, as necessary. Upon receiving concurrence on the quantities from the contractor, our Chief Inspector will sign the pay application and forward it to Fisher's Project Manager for review and signature. Subsequently, the pay application with a County Payment Voucher will be forwarded to the County's Project Manager for review, signature, and processing for payment. Executed pay applications will be filed within Appia as part of the project records.

E) **Coordination between the contractor, facility representatives, utility agencies, the public and the County Project Manager:** At the construction kick-off meeting, a schedule for routine construction progress meetings will be established. Our Chief Inspector will be responsible for sending a recurring meeting appointment for those meetings to the County's Project Manager, the contractor's superintendent, and Fisher's Project Manager for the duration of construction. A standard agenda will be prepared for the progress meetings to report the progress of construction consistently. Additional parties such as utilities, emergency responders, etc. will be invited to the meetings as deemed necessary. All parties will receive copies of the meeting minutes within 1 week of the meeting and they will be filed within Appia as part of the project records. Action items will be identified in the meeting minutes along with who is responsible and the timeframe for completing each action item. Follow up on the status of previously identified action items will be a standard agenda item that is discussed at each progress meeting to ensure all issues are properly addressed and closed out to the County's satisfaction.

One of the first items to be confirmed by our Chief Inspector at the onset of construction is what utility work is required to be completed as part of the project. If necessary, a separate coordination meeting with the inspection team, utility owners, the contractor and the County's and Fisher's Project Managers will be scheduled at the project onset to discuss the work to be done and how it fits with the contractor's proposed schedule. Adjustments to the contractor's scheduling and sequencing of work will be made, if necessary, to promote the most efficient and cost-effective sequencing that accommodates the essential utility work.

Additional coordination meetings, outside the routine progress meetings, will be scheduled on an as-needed basis to resolve unforeseen issues or address contractor questions on the plans and specifications.

At the project kick-off meeting, the protocol for communicating with the public will be discussed and established. A list of information that should be distributed to the residents and businesses along the corridor will be developed along with the timeframe

for distributing it and who will be responsible for the distribution. All questions received from the public will be directed to the Chief Inspector who will then respond in accordance with the communication protocol established for the project.

Finally, as a service that we consider value-added, Fisher's Construction Inspection Manager, Brent Rauber, will be assigned to your project as our in-house resource for our inspection staff. He will be on hand to ensure that any short-term needs for additional inspection staff are met, whether due to an illness or a special need in the field. He will perform regular quality reviews of field record-keeping documentation as a further check to assure that all project requirements are met.

Proposed Work/Services schedule

We understand there are four groups of projects that have been designed by various designers and will be bid at various times throughout 2024. Projects could be awarded to a single or multiple contractors. Fisher's pricing found in Appendix H is for the 2024 construction season. If work for any of the projects extends into the 2025 season, Fisher would like the opportunity to submit revised billing rates.

Experience of Project Personnel and Firm

Fisher provides you with experienced, quality staff and excellent service. We have a pool of experienced chief inspectors to draw upon that you can trust; these inspector's are county resident's who are stakeholders in the improvements being made to the community.

Al Cowen, P.E. will serve as the Project Manager. Al joined Fisher Associates on December 1, 2020, after spending the previous 16 years with Lochner Engineering in Utica. Al has served as a Project Manager on Oneida County projects dating back to 1998, when he oversaw inspection services for the reconstruction of College Hill Road adjacent to the campus of Hamilton College. He has served as Project Manager on numerous Oneida County design and construction inspection projects over his career and most recently was the Project Manager for inspection services for the $4.7M Marcy SUNY Poly Parkway project. He has served as the Project Manager for construction inspection projects for other governmental agencies including Herkimer, Rockland and Dutchess County, New York State Department of Transportation, New York State Thruway Authority, as well as for many cities and towns through central New York and the Hudson Valley.

Al has served as the Project Manager for numerous similar inspection projects for Oneida County, having served in this role for the inspection of over 50 Oneida County bridge and culvert projects over his career. Projects include the $3.1M Trenton Road Bridge Replacement and Road Rehabilitation, $0.59M Elm Street Bridge, $0.52M Point Rock Road Bridge, $0.45M Lawrence Street Bridge, and over a half dozen inspection term agreements for inspection of highway and bridge projects throughout the county. He served as the Project Manager for the inspection phase for the $1.1M Bellamy Harbor Bridge for the City of Rome and the $1.2M Creek Road Bridge Replacement for Herkimer County. In 2022 he served as the Project Manager for the Oneida County $644k slope stabilization project along Blossvale Road in the Town of Annsville. Many of these projects involved utility relocations, watermain installations, drainage improvements, maintenance, and protection of traffic, retaining wall construction, and full depth pavement reconstruction.

It is very challenging to find experienced inspection staff in the central New York area who are available for assignment. Tim Decker, since joining the ranks of the happily retired in December 2023, has expressed interest in continuing to work seasonally on county owned projects. We

have also contacted many NYSDOT retired EIC's and Resident Engineer's and have identified the following who have granted us permission to use their credentials to pursue this inspection agreement. Joe Cacozza, Ken Leisenring and Dave Ward are all NYSDOT retirees who have expressed an interest in performing inspection work in Oneida County. Both Joe and Ken have worked for Fisher on Oneida County inspection projects in the past.

Tim Decker, a Utica resident, retired from Oneida County after more than 42 years. Tim spent his entire career working for the county and has a wealth of knowledge related to all of the types of projects included in the four groups in this RFP. While he is enjoying the Florida climate in the winter, Tim is interested in continuing to work on a seasonal basis on these types of projects.

Joe Cacozza, a Utica resident**,** recently served as the Chief Inspector for the Oneida County Marcy SUNY Poly Parkway. Joe has over fifty years' experience in the civil engineering practice and has spent decades serving as a Chief Inspector or Engineer in Charge with most of his project assignments situated in the Utica area.

Most of the assignments that Joe has inspected since April of 2015 have been related to the development of Parkway site for the Nano Center that Wolfspeed is now completing. He served as the Senior Inspector or Resident Engineer for many of these projects that were funded by Mohawk Valley Edge.

Ken Leisenring, a Whitesboro resident, retired as an EIC with NYSDOT Region 2 in May of 2020. Ken served as Fisher's Chief Inspector for the Oneida County Blossvale Road Slope Stabilization project in 2022. Ken has served as the EIC for a variety of highway, bridge, safety, and emergency contracts throughout the Region. He was the EIC for the Replacement of Route 28 Bridge over the Middle Branch of the Moose Reiver, a $2.9M project located in Herkimer County. He was also the EIC for the $10.8M project to replace 7 Critical Bridges over Water at multiple locations in Oneida, Herkimer, and Otsego County. Since retiring, Ken spends winters in Florida and returns to work in New York during the warmer months. He has indicated he is available for assignment mid-April through mid-September.

Dave Ward retired as an EIC for NYSDOT in January 2022. Dave served as an EIC for NYSDOT for nine years before his retirement from the state. He served in various roles in the Construction Division for NYSDOT over his 35-year career, including Inspector, Office Engineer, and EIC. Dave was the EIC on bridge rehabilitation and replacement projects and roadway rehabilitation and reconstruction ranging from $1M to $7M. Dave completed an assignment in Herkimer County in 2023 and has indicated an interest in these projects with Oneida County for 2024.

Jack Giedraitis is a NICET III equivalent inspector who has expressed interest in working on county projects in the 2024 season. Jack has served as a NICET III inspector for Fisher for multiple years on NYSDOT Region 2 bridge replacement projects, most recently in 2022 on the $13.8M Route 8 Bridge Replacement over Route 12 in New Hartford.

Resumes follow this section.

M/W/DBE Statement

As a former DBE/MBE/WBE firm, we understand how a small company depends on numerous opportunities to grow by functioning as a sub-consultant to a larger firm. Fisher was very fortunate to have been included on many projects and benefited from the affirmative action program. As this project does not require a considerable number of inspectors and the Contractor will be required to hire an independent material testing firm, there is limited

opportunity for us to bring a DBE/MBE/WBE firm onboard.

Previous Experience and Credentials of Firm

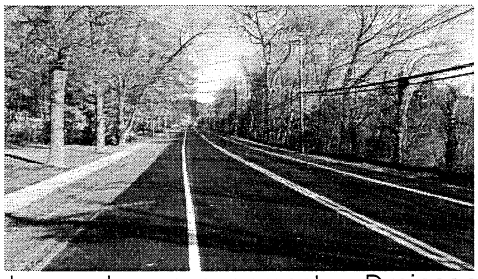
"By living our clientship principles and core values, we create powerful client experiences." This is our mission and it serves as the foundation of our approach to every project we undertake. We achieve this by ensuring we thoroughly understand your goals and that our team is accessible, responsive, follows through, and keeps you informed throughout the project duration. As your advocate, we work collaboratively with you, listening to your needs and concerns, and putting our expertise to work for you. We own the experience our clients have with us, and we are committed to ensuring that your experience exceeds your expectations.

As your representative in the area, you can be confident we will professionally represent you as construction progresses. For over 25 years, Mr. Cowen has been responsible for managing inspection projects for Oneida County. We are proposing a great inspection staff, with people who are familiar with the area and the administrative processes. Here is what we bring to the table:

- **Staff, Staff, Staff**! You want experienced staff that you can entrust with your projects. We have that stuff for you. This team knows how to get the job done and done right.
- **Availability!** We understand your schedule and the workload commitment needed to complete this project. We can commit the necessary resources to this project!
- You want a firm that is dedicated to your projects and that understands your processes and standards. **When decisions are needed, you expect a knowledgeable staff that can communicate well with County staff and make professional recommendations.**
- **Sensitivity to the needs of your constituents is paramount.** You need an inspection staff that appreciates neighborhood concerns and communicates with the residents and business owners on a day-to-day basis. Our staff has proven again and again that we can handle difficult contractors, difficult residents, and difficult construction conflicts and resolve them to your complete satisfaction.
- We have a long history of working with municipalities, the public, and look forward to further developing our relationship with Oneida County.
- **Safety** for the public and project workers, as specifically demonstrated by our staff's ATSSA, OSHA 10-hour, and ACI certifications.
- **Flexibility and responsiveness**: With Fisher Associates, you have a consultant partner who follows through and keeps in touch with you, even on a daily basis if needed.
- **Quality:** A product that is built within the intent of the plans and specifications, with quality assurance provided by inspectors with decades of experience.

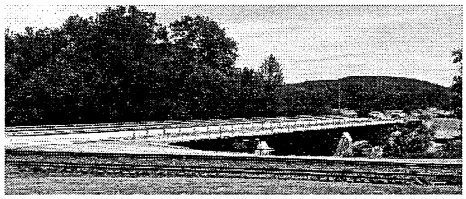
Below are projects for which the Fisher Team has provided Construction Inspection services.

Middle Settlement Road Reconstruction, Oneida County DPW, NY: Mr. Cowen, in previous employment, served as the Project Manager for the construction inspection phase for the Middle Settlement Road Reconstruction from just south of Liberty Avenue in the Town of New Hartford to the intersection with Clark Mills Road in the Town of Whitestown. This $1.2M project included milling and overlaying 3,300 feet of roadway and full-depth asphalt paving for the other 900 feet, full depth, and widened shoulders, signing, striping and stormwater management. Drainage improvements were made along with concrete sidewalk and ADA sidewalk ramps. The Construction was inspected by a Resident Engineer and an inspector. Mr. Cowen managed the inspection staff and was responsible for overseeing material acceptance, shop drawing reviews, construction administration, and coordination with a subcontractor for materials testing and several utility companies. (Reference: Mark Laramie, P.E., 315.793.6236 - recently retired, 2009-2015)

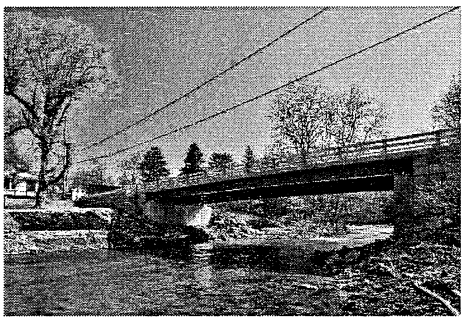


Houck Road Bridge over Sconondoa Creek Bridge Replacement, Oneida County DPW, NY: Mr. Cowen, in previous employment, was the Project Manager for the construction inspection phase for the $0.5M replacement of the Houck Road Bridge over Sconondoa Creek. Responsibilities included recruiting inspection staff, coordinating the project progression with the Chief Inspector, Contractor, County, and design consultant. Houck Road was closed during construction and an offsite detour was utilized to allow the contractor to complete this project in one season. Appia software was utilized for all inspector daily reports, quantity usage, photographs, change orders, and payment applications and records were provided to the County at project completion. (Reference: Mark Laramie, P.E., 315.793.6236 – recently retired, 2017)

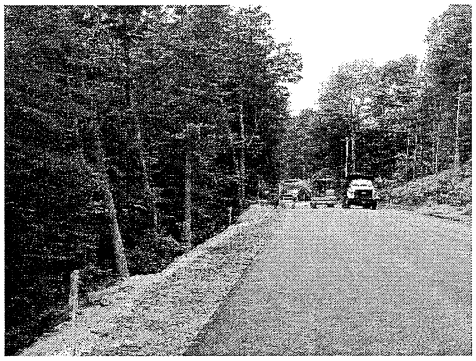
CR 8 over the Chemung River Bridge Rehabilitation, $3.921M, Chemung County, NY: Fisher Associates provide construction inspection for the rehabilitation of a four-span, 350 ft. long prestressed concrete adjacent box beam bridge. The entire superstructure was replaced along the current alignment with a four-span continuous steel multi-stringer superstructure and concrete deck. The continuity and integration of the abutments provided an integral abutment structure eliminating three lines of bearings, resolving the problems with longitudinal joints between beams, and creating a jointless bridge to carry utilities between beams and provide a low maintenance superstructure for the next 50 years. The piers and abutments were repaired and modified to accommodate the upgrades. (Reference: Andy Avery, Chemung County DPW, 607.739.3896, 2017 – 2022)



Ludlowville Road (County Route 159) over Salmon Creek Bridge Replacement, $1.593M, Tompkins County, NY: Because of the limited load capacity of the bridge, narrow roadway and non-compliant walkway, the bridge was slated for replacement. The Ludlowville Road Bridge was an 88 ft. span steel multi-stringer bridge with an open steel grating deck, carrying two 9 ft. lanes with no shoulders. The only pedestrian accommodation was a 1 ft. 8 in. wide safety walk flanking each side. The new bridge section consists of two 10-foot-wide lanes with 4-foot-wide shoulders and three-rail bridge railing on both sides. Weathering steel was incorporated into the design to provide a long-lasting, low maintenance bridge with an expected service life of 75 years. An aging water line was replaced



and supported on new steel diaphragms in the final configuration. Fisher Associates designed a steel multi-girder bridge with a composite concrete deck founded on concrete abutments that bear on rock. U-wingwalls replaced existing wingwalls at three of the four corners and a flared wingwall at the remaining corner accommodates a horizontal curve. A segmental retaining wall was designed beyond the end left U-wingwall to replace an existing stone cribbing wall. Fisher provided Engineering, Survey and Construction Inspection on this project. (Reference: Jeffrey Smith., Tompkins County Highway Division, 607.274.0309, 2017 - 2021)



Blossvale Road Slope Stabilization Project, Oneida County DPW, NY: This project was for a failing roadway embankment that needed to be stabilized. Rehabilitation elements included: interception and relief of embankment groundwater and surface runoff; construction of a soil-nail reinforcing wall outside of the guide rail; and the reconstruction of the road embankment, repair highway pavement section and reset BBGR. (Reference: Timothy Decker, 315.793.6228 - recently retired, 2022)

Calkins Road over Red Creek Tributary, $328K, Monroe County, NY: The existing twin pipe culverts were corrugated steel pipe arches that were 75 feet long and were constructed in 1979. The roof in both pipes had two depressions directly below the eastbound travel land. During the field inspection, multiple joints in both pipes were noted as corroded, leaking and prying open. Loss of galvanization and corrosion of various degrees were noted in both culverts along with rust-throughs below the spring line. Because of the deformations and corrosion, the twin pipe culverts were replaced with new concrete elliptical pipes in the same location. The project involved extensive work zone traffic control coordination to construct the project using staged construction as the project location near a busy intersection does not lend itself to closing the road. (Reference: Henry Herdzik., Monroe County Dept. of Transportation, 585.753.7729, 2019 - 2021)

Level of Effort

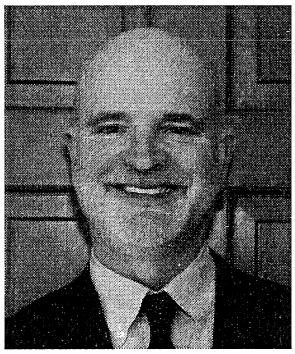
Fisher does not have a lot of projects in construction in Central NY and can dedicate staff to ensuring the success of this project. Our proposed personnel are available and excited to work on this project. Project Manager Al Cowen, P.E. has served as a Project Manager for Oneida County dating back to 1998. He looks forward to continuing to work for the County. We have an experienced pool of locally based inspectors who have indicated a desire to continue to work close to home.

Fee Proposal

Please see the form Appendix H following this section.

Allen Cowen, P.E.

Senior Transportation Manager / Project Manager



P: (585) 334-1310 x504
M: (315) 790-2512
E: acowen@fisherassoc.com

Years of Experience:
38

Education:
BS in Civil & Environmental Engineering, Clarkson University 1985
AS in Engineering Science, Mohawk Valley Community College 1983
AAS in Surveying, Paul Smith's College 1979

Professional Registration:
Professional Engineer: NY #067050

Affiliations:
- New York State Association of Transportation Engineers (NYSATE)
- New York State County Highway Superintendents Association, Inc. (NYSCHSA)
- American Council of Engineering Companies of New York (ACEC)

Certifications Include:
- FHWA-NHI Intersection Safety Workshop, July 2014
- OSHA 10-hour Construction Safety Training Program, February 2013, and February 2002
- Bridge Construction Quality Assurance, October 2006
- Subsurface Investigation & Geotechnical Evaluation, November 2004
- Geosynthetic Applications for Subgrade Improvement & Base Reinforcement, August 2004

Allen Cowen has served as a Project Manager and Project Engineer on many diverse transportation projects. His expertise includes preliminary and final highway design and construction management of highway, bridge, canal, and civil related projects. Al has served in key roles on numerous New York State DOT and locally administered federal aid projects throughout the state. He has served as the Project Manager on over 125 construction projects with a total construction value of over $150M. His responsibilities have included coordinating design and construction inspection projects with clients and subconsultants, developing project scopes, negotiating contract hours, preparing agreements, and scheduling project personnel. He has been the primary author of several design approval documents and is well versed in the preparation of final contract documents and construction management plans.

Project Experience

Oneida County Culvert Replacements, Oneida County, NY: Al was the Construction Inspection Project Manager for the roadside slope stabilization project located along Blossvale Road in Taberg. He was responsible for overseeing the construction of this county declared emergency project. A 200-foot soil nail wall was constructed along the southerly side of Blossvale Road to stabilize the road. Approximately 250 feet of Blossvale Road was reconstructed, drainage improvements were made, and guide railing was reinstalled.

Marcy SUNYPoly Parkway Reconstruction, $4.7M, Oneida County, NY: Al was the Construction Inspection Project Manager for this project that includes maintenance and protection of traffic, full depth asphalt pavement reconstruction, storm sewer installation, large diameter culvert pipe placement, 8" and 24" water main placement, and the construction of two GRES walls that are thirty feet high.

Middle Settlement Road Reconstruction, Phase II; Town of New Hartford, Oneida County, NY: In previous employment, Al was the Project Manager for reconstruction of 0.65 miles of Middle Settlement Road from NYS Route 5 to Clinton Street. Project included an in-depth pavement evaluation which showed pavement reconstruction as the preferred option. Preliminary design included traffic analyses and environmental studies. Project required right-of-way acquisition. The project will provide curb, sidewalk, and closed drainage along Middle Settlement Road. Responsible for oversight of alternative development, design report preparation, and final design.

Houck Road Bridge over Sconondoa Creek Bridge Replacement, Oneida County, NY: In previous employment, Al was the Project Manager for the construction inspection phase for this $0.5M bridge replacement. Responsibilities included recruiting inspection staff, coordinating the project progression with the Chief Inspector, Contractor, County, and design consultant. Houck Road was closed during construction and an offsite detour was utilized to allow the contractor to complete this project in one season. Appia software was utilized for all inspector daily reports, quantity usage, photographs, change orders, and payment applications and records were provided to the County at project completion.

2010 Construction Inspection Services for Oneida County; Oneida County, NY: In previous employment, Al was the Project Manager for term agreement to provide inspection services for bridge and culvert replacement projects throughout the County. Assignments included the rehabilitation of Mapledale Road Bridge over Tiondara Creek, the replacement of Butternut Road Bridge over Six Mile Creek and the slip lining of Walker Road Culvert C3-92.

Timothy Decker
Construction Inspector

Years of Experience

42

Education

A.A.S, Mohawk Valley Community College

Tim is an extremely organized, detail-oriented team member with 42 years of experience managing the bridge and highway reconstruction program for a Central New York Public Works Department. As an Assistant Engineer, he managed all phases of the highway and bridge rehabilitation / replacement program for this Central New York Public Works Department. He reviewed the infrastructure needs and selected projects for rehabilitation / replacement. He compiled and issued requests for proposals for design and construction inspection / supervision services to various consultants. Tim also compiled bid documents, coordinated advertisement and bid openings, performed bid analysis and recommended project award to qualified bidders. During construction, he resolved construction issues with input from contractor, designer and construction inspection / supervision personnel. He developed estimate of quantities and field verify quantities installed to recommend payment for work performed. Tim is well versed in all aspects of highway and bridge design standards.

Project Experience

Oneida County Department of Public Works, Division of Engineering, Oriskany, NY: Assistant Engineer. Tim managed 40+ locally administered Federal / State Aid Highway and Bridge projects (LAFAP) for Oneida County and was involved in all phases of project development, from project selection to final construction. He processed consultant and contractor invoices for services and compiled requests for reimbursement of funds to NYSDOT and implemented a program to manage Federal / State funded projects for several towns within Oneida County. Oneida County would assume the role of project sponsor and act as liaison between the NYSDOT, Town and Consultant. Oneida County would also fund the project on behalf of the Town. He managed 100+ county funded bridge and highway rehabilitation / replacement projects. For the Bridge NY Program, Tim was a member of the regional review committee for selection of projects submitted by various municipalities under the BridgeNY Program. He performed topographic surveys and plot data for use in design development of highway and bridge construction projects. Tim is proficient in the use of Word, Excel, AUTOCAD, and Adobe.

Joseph Cacozza

Construction Inspector – NICET IV

Years of Experience

54 1/2

Education

AAS, Civil Technology, Mohawk Valley Community College, 1971

Joe is a former employee of the New York State Department of Transportation (NYSDOT) with thirty-six years of NYSDOT project experience. In this capacity, Joe provided service a Construction Inspector and as an Engineer-In-Charge for broad range of project assignments, with cost of construction values of up to millions of dollars. Joe is highly experienced and has a well-developed expertise in proper inspection and construction methods for all phases of earthwork (including slurry walls), all forms of drainage, sanitary sewers, water mains, signs, signals, guide rail, concrete pavement, bridges, and asphalt pavement. He has also had substantial field survey experience in support of construction and design projects.

Project Experience (including selected projects from previous employment)

Marcy SUNY Poly Parkway, Oneida County: Joe worked as a Chief Inspector for Fisher Associates from September 2021 through December 2022 on the Marcy SUNY Poly Parkway project for Oneida County. Joe inspected this $5.1M roadway reconstruction project that included the construction of 40-foot high geosynthetic reinforced soil system (GRESS) walls, 1600 feet of 8-inch and 24-inch diameter water mains, and the placement of over 12,500 tons of asphalt pavement. Joe inspected the work to ensure the work was completed in accordance with the plans and specifications, coordinated the work with the County and local residents, measured quantities for payments, developed change orders, processed payment applications, took photographs, and developed as-built drawings. He utilized Appia to efficiently administer this project for the County. (Fisher Associates, 2021 to 2022)

JBS Dirt. $9M (Cree Site work). Joe is the QA/QC inspector for this utility project. Work included inspection and overseeing placement of 175,000 CY of select fill embankment, installation of about 5,000+/- LF of various size culvert pipes with 76 catch basins, 3,000+/- LF of various size sanitary pipes with 15 sanitary manholes including pressure testing of both. Installation of approximately 9,000+/- LF of various size water main, fire protection, PIV's, hydrants, 2 water service buildings with various types and sizes of valves, PRV's, etc. Pressure testing, chlorination, flushing, etc. of the entire system. Inspection and overseeing the construction and paving of assorted roadways and parking lots. Inspection of approximately 450 feet of 25 ft high pre-cast concrete retaining walls. (JBS Dirt, 2020 to 2021)

Mohawk Valley Edge. $7.045M. Joe worked as the Resident Engineer and Sr. Construction Inspector for Phase I of the Marcy SUNY-IT Parkway project, which was for a new 1-mile, 4 lane road, 2 roundabouts, a 1-mile shared path, and 6500' of new sanitary sewer line. He acted as EIC, construction inspector, office engineer, and had another construction inspector working under him. (Bergmann Associates, 2011 to 2012)

NYSTA, Safety Improvement Project, D213753, TAS 08-05. $2.3M. Joe was the Thruway Project Engineer (TPE). Work included new guide rail, stone block paving, slope flattening, culvert extensions, and removal of an existing and building a new emergency U-turn. His duties also required Joe to be an inspector on all phases of this project, as well as the office engineer. (Popli Design Group, 2008 to 2009)

NYSTA, TAS 07-28, D213694 between Little Falls – Herkimer, MP 210.00 – MP 220.00. $7.4M. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, earthwork, guide rail, milling and inlay, and pavement markings. (Barton and Loguidice, 2008)

NYSTA TAS 06-42, D213631 between Herkimer – Utica, MP 220.00 – MP 233.50 and $6.8 million Thruway Project, TAS 06-38, D213584, between Utica – Westmoreland,

MP 233.50 – MP 240.90. $8.5M. Senior Inspector. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, guide rail, milling and inlay, and pavement markings. (Prudent Engineering, LLP, 2007)

NYSTA TAS 06-42, D213631 between Herkimer – Utica, MP 220.00 – MP 233.50. $8.5M. Senior Inspector. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, guide rail, milling and inlay, concrete pavement, and pavement markings. (Prudent Engineering, LLP 2006)

Kenneth Leisenring

Construction Inspector

Years of Experience

36

Education

A.A.S, Civil Engineering Technology, Mohawk Valley Community College, 1987

Kenneth Leisenring has over 36 years of experience working in the construction industry. For the past three years, he has worked for private consultants as a Chief Inspector. Prior to that, Ken spent over 33 years working for the NYS Department of Transportation. At NYSDOT, he served as Regional Construction Computer Added Drafting and Design (CADD) and Survey Coordinator where he coordinated and assigned survey crews, taught CADD to construction personnel and computed areas from CADD for Field Personal. He was also the DOT's Regional Emergency Manager for Construction. In this role he coordinated the assessment of roadways in Region 2 including major storms: 2006 Mohawk Valley Flooding, 2011 Lee and Irene Hurricanes, 2013 Mohawk Valley Flooding, 2017 Stella Snowstorm Response and the 2019 Halloween Flooding. During his tenure at the DOT, he was an Engineer-In-Charge and managed bridge and roadway contracts for over 30 projects.

Project Experience

Route 81 Reconstruction, NYSDOT: Ken worked as a Senior Inspector / QA staff for contract 1 (April 2023 to December 2023)

Reconstruction, Exits 37-39 East Bound, NYSTA: Ken worked as a Chief Inspector on this project. (Popli Design Gtroup, July to September 2022)

Blossvale Road Slope Stabilization, Oneida County: Ken worked as a Chief Inspector for Fisher Associates during the 2022 season and was assigned to oversee the Blossvale Road Slope Stabilization project for Oneida County. Ken inspected the work to ensure the work was completed in accordance with the plans and specifications, coordinated with the work with the County and local residents, measured quantities for payments, developed change orders, processed payment applications, took photographs, and developed as-built drawings. He utilized Appia to efficiently administer this $0.64M project for the County. (Fisher Associates, 2022)

Cashless Tolls, Exit 34A to 48, NYSTA: Ken was the Chief Inspector on this project. (W. Allen Engineering, 2021)

Cashless Tolls, Exit 34A to 48, NYSTA: Ken was the Chief Inspector on this project. (M&J Engineering, 2020)

New York State Department of Transportation, Region 2 (1987 to 2020):

- **Regional Construction Computer Aided Drafting and Design (CADD) and Survey Coordinator**
- **Regional Emergency Manager for Construction**
- **Engineer-in-Charge.** Below are projects he has worked on or has been in charge of:
    - D257198 Replace 3 Culverts on Routes 5 and 8, Towns of Vernon and Bridgewater, Oneida County
    - D254100 Route 46 Pixley Falls (Ava, North Western, Boonville), Oneida County
    - D254429 Route 291 over Mohawk River and Conrail, Oneida County
    - D253091 Route 46 Rome, Oneida County
    - D258964 Route 921W (Champlin), Burrstone Road, Oneida County
    - D252321 Reconstruction on Route 12B – Oriskany Falls and Seven Sites, Oneida, and Madison Counties

- D252556 Reconstruction on Route 69 – West Art. SH 9384, Oneida County
- D500428, Mill Street over Chittenango Creek, Madison County
- D500523 Middle Road Bridge, Oneida, and Madison Counties
- D253381 Fayetteville- Chittenango, Pt 2, Madison County
- D254576 Reconstruction on Route 13 in Cazenovia and Deruyter, Madison County
- D255092 Sealing Joints and Cracks on Various Routes, Various Counties in Region 2
- D256090 Reconstruction on Routes 28N and 20 in Long Lake, Hamilton County
- D256091 Route 5S Bridges over Thruway, Herkimer County
- D256711 Replacement of CR 2 bridge over Brown's Track Inlet, Town of Long Lake, Hamilton County
- D257213 3.5 miles of asphalt concrete Reconstruction, 4 new bridge and 3 new box culverts, Town of Russia, Herkimer County
- D257658 8.5 km of asphalt concrete milling and resurfacing on Route 28, Towns of Newport and Fairfield, Herkimer County
- D257810 8.9 miles of asphalt concrete reconstruction on Route 26, Towns of Ava and Lee, Oneida County
- D258391 Replacement of Route 28 Bridge over Middle Branch of the Moose River and 1.5 asphalt, Herkimer County
- D258941 Route 31 Deruyter, Madison County
- D259445 Region 2 Emergency Response, Various Counties
- D259954 Job Order Contract 5 (Unique), Various Counties
- D259996 Regional Emergency Response, Various Counties
- D260669-C Emergency Response Contract, Various Counties
- D261821 Region Emergency Highway Response (2013 Flooding), Various Counties
- D261322 June/July Flooding (Lee-Irene Flooding), Various Counties
- D262027 Accelerated Bridge Project (13 sites), Various Counties
- D262759 Sand Hill Road Grade Crossing Elimination, Oneida County
- D262929 7 Bridges: 28, 80, 165, 315 – Regions 2/ 9 (Critical Bridges over Water), Various Counties
- D263646 Route 28 Blue Mountain Lake – Indian Lake, Hamilton County
- CIPR Route 10, End Route 10, Montgomery County
- D263901 Where When Debris Removal Contract – Upstate East, Various Counties
- D263877 Bridge Rehabilitation Project 18: Route 8/W. Canada, 29A, 8, 10, Herkimer, Fulton, and Hamilton Counties
- D263942 Route 30/30A Safety Project (Roundabout), Fulton County

David Ward
Construction Inspector

Years of Experience

35

Education

A.A.S, Construction Technology, Herkimer County Community College, 1986

David Ward is an experienced Engineer-In-Charge with attention to Quality and Detail. Experience includes administering all facets of both Bridge and Road Construction Projects. Successful at ensuring compliance with quality standards while minimizing impacts to the community and environment with diligence and fairness. Diverse responsibilities include providing technical expertise, processing payments, record keeping, public relations, personnel manager, and helping correct Construction problems with knowledgeable recommendations. He was a career NYSDOT employee, working in Region 2 for 35 years.

Project Experience

New York State DOT, Region 2, 1987-2022

- Assistant Engineer – Construction (1998-2022): David was an Office Engineer and Regional Change Order Specialist in addition to an Engineer-in-Charge (EIC). He served as an EIC from 2013-2022 where he managed multiple types of projects that included Cold-In-Place Recycling with Hot Mix Asphalt, Bridge Rehabilitation, New Bridge Construction, and Multiple Site Culvert Replacements. Projects ranged from $1 million to $7 million +/-
- Engineering Technician, Senior Engineering Technician, Principal Engineering Technician (1989-1998); David was an EIC on a phased construction new bridge project (1998); EIC on a culvert lining project (1997); and a Field Inspector and Office Engineer on various road reconstruction projects (1989-1996)
- Construction Inspector (1987-1988): David was a construction inspector and worked on a road reconstruction project (1987) and a complete new bridge construction project (1988)

John (Jack) Giedraitis

Construction Inspector

Years of Experience

33

Education

A.A.S, Survey Technology, Mohawk Valley Community College, 1982

Certifications

NICET II, Highway Construction
ACI Concrete Field Technician, Grade 1
NECEPT PennDOT Certified Concrete Field Testing Technician
NECEPT PennDOT Certified Bituminous Field Technician

Mr. Giedraitis has experience as a Civil Projects Inspector/Survey Field Engineer with over 33 years of experience in the construction of highway, bridge, dam, and building projects.

Project Experience

New York State DOT, Region 2, Construction Inspection Term Agreement: Jack worked as a NICET III Inspector for Fisher Associates from May 2020 through November 2022 and was assigned to various NYSDOT Region 2 Bridge projects. He completed work on the $13.8M Route 8 Bridge Replacement over Route 12 during the 2022 season. Jacks' responsibilities included overseeing various operations for this large bridge replacement project, as well as mentoring younger less experienced inspectors who were assigned to the project. (Fisher Associates, 2020-2022)

NICET II Inspector – Various Projects; New York: As a NICET level 2 inspector, worked on an emergency project that required the removal of existing structures and the installation of precast drainage structures, tying into existing pipes, placement of select material, and bringing paving material to 1" of finish grade. Mr. Giedraitis was an inspector on a cold mill paving operation on seven miles of county road, setting up traffic control on a four-lane highway for watermain installation, road cut and replacement for IT conduit installation, and an emergency contract to install eight precast structures over existing storm lines. He was lead inspector on a village roadway improvement which included the inspection of readjustment and rehabilitation of drainage and sanitary structures, micro milling, sidewalks, ADA ramps, asphalt paving of shim course and top course, curb cutting, line striping, placement of signage, and quantifying all items previously mentioned. (Creighton Manning, 2019)

NICET II Inspector – Various Projects; New York: As a NICET level 2 inspector, worked on a county-wide line striping project, a highway rehabilitation project, and a multi-site traffic signal replacement project. The projects required observing, reporting, recording by computer, and when required, testing and calculation of contract pay items which included various configurations of paint lines and use of a GPS unit for measurements, excavation and backfill placement, concrete sidewalk and curb placement (which included ADA ramps), drainage structure and storm line installation, retrieval and analysis of elevation data for curb installation, concrete and rebar placement for traffic signal poles, and traffic signal components (i.e. pull boxes, various types of wire, conduits, signal heads, control cabinets, pedestrian poles). (Bailey Engineers and Constructors, 2018)

TCI 3 Inspector; Pennsylvania: TCI 3 inspector on several PennDOT projects, both new and rehabilitation. Responsibilities included observing, reporting, recording, and when required, testing and calculating contract pay items for the following: Class 1, 2, and 3 type excavation, abutment form work, rebar (certs, placement, and weight calculations), (concrete testing, placement, finishing, curing, and quantity calculations), structural backfill, beam and SIP placement, waterproofing applications, deck machine dry runs, deck depth checks, curing procedures, epoxy deck application, precast bridge deck segment installation and post tensioning of deck segments. 10 M Barrier, electrical conduit, pull boxes, and precast LP installation on a bridge rehabilitation project. Cast-in-place LP installation, junction box placement, installation of conduit and wire (both direct burial and directional boring) for LP bases and traffic signals. Cast-in-place concrete curb and sidewalks, sampling of aggregate and subbase material, placement of pavement drainage, placement of rip-rap and geotechnical fabrics, grading and compaction of subbase and asphalt courses, using MUTCD for M&P on interstate highways and urban locations, guide rail and delineation installation, seeding applications and mulch fabric

installation; wage rate checks and trade certifications, snow plowable pavement marker and lens replacement, rumble strips (MIADS), line stripping, and ADA ramps. (RIG Consulting, Inc., 2014-2018)

Construction Inspector; Pennsylvania: Jack was a Field Engineer/Job Foreman and responsible for starting up projects, directing crews, keeping project quantities, receiving bid quotes, quantity take offs, looking at prospective projects, and helping to bid projects. (Minichi, Inc., 2010)

Construction Inspector; Pennsylvania: Responsible for construction layout and keeping quantities for four bridge projects in eastern Pennsylvania. (Clearwater Construction, Inc, 2009)

Construction Inspector; New York: Inspector on a 2-mile sanitary project where half was gravity feed and the remainder forced main, two pump stations, and 1000 feet of directional boring which included 600 feet under CSX railroad and the Barge Canal. Kept daily reports on labor, equipment, materials, pay items, and job progress. (Hogan Engineering, 2008)

Construction Inspector; Pennsylvania: Jack was a Field Engineer and responsible for calculating and ordering project materials, tracking monthly pay items, directed subcontractors in performance of their work, and additional work items on a $53M road project. Resolved monthly pay quantities with PennDOT and kept an onsite materials inventory. (Glasgow Construction, 2007)

Construction Inspector; Pennsylvania: **Jack** was the Chief Surveyor and was responsible for the construction layout for a $105M road project at King of Prussia, PA; which included creating the majority of data for road and bridge layout, grade sheets, special work sheets, and directing four survey parties. Taking over layout duties for all structural and site components on a $17M dam for the remaining year and a half of the project and determining all excavation and fill quantities. (Alan A. Meyers, 2001-2007)

Construction Inspector; Pennsylvania: Jack was a Surveyor and Assistant Superintendent. He performed the layout, calculated concrete quantities, scheduled rebar orders, calculated and reported weekly pay quantities, and conferred with PennDOT on pay quantities on a project consisting of five bridges: also, the total layout of three industrial buildings. As assistant superintendent performed plan interpretation, directed work crews, checked layout, and assisted with the setup of 500-600 cubic yard concrete pours at the BARTA bus garage in Reading, PA. (Nyleve Bridge Corp, 1999-2001)

Construction Inspector, Pennsylvania: Jack was a Party Chief and performed layout for highway and structures on $83M highway project in Lancaster, PA. Included was layout for various bridge components, drainage structures, MSE and sound walls, caisson-pile retaining wall, concrete roadway layout, roadway tie-ins and the bent systems for two integral pier bridges. (Balfour-Betty, Inc., 1997-1999)

Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

A. Resident Engineer / Chief Inspector
B. Project Manager
C. Administrative Assistant

Construction documents were prepared by various designers and will be bid under several packages at various times through 2024. Projects may be awarded to a single or multiple Contractors.

1. Group 1 Projects as indicated in Appendix F (H-298) Estimated hours of construction inspection and supervision effort to complete all projects based on a 18-week schedule.				
A. 720 hours @	125	/hour =	$ 90,000	Straight Time
A. 180 Hours @	150	/hour =	$ 27,000	Overtime
B. 180 Hours @	165	/hour =	$ 29,700	Straight Time
C. 90 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 146,700	

2. Group 2 Projects as indicated in Appendix F (H-546) Estimated hours of construction inspection and supervision effort to complete all projects based on a 6-week schedule.				
A. 240 hours @	126.75	/hour =	$ 30,420	Straight Time
A. 60 Hours @	150	/hour =	$ 9,000	Overtime
B. 60 Hours @	165	/hour =	$ 9,900	Straight Time
C. 30 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 49,320	

3. Group 3 Projects as indicated in Appendix F (H-615) Estimated hours of construction inspection and supervision effort to complete all projects based on a 27-week schedule.				
A. 1080 hours @	126.25	/hour =	$ 136,350	Straight Time
A. 270 Hours @	150	/hour =	$ 40,500	Overtime
B. 270 Hours @	165	/hour =	$ 44,550	Straight Time
C. 135 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 221,400	

4. Group 4 Projects as indicated in Appendix F (H-614) Estimated hours of construction inspection and supervision effort to complete all projects based on a 7-week full time schedule and a 6-week part time schedule.				
A. 400 hours @	126.75	/hour =	$ 50,700	Straight Time
A. 70 Hours @	150	/hour =	$ 10,500	Overtime
B. 100 Hours @	165	/hour =	$ 16,500	Straight Time
C. 50 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 77,700	

It is anticipated that Group 4, Project b. (Guide Rail Replacements) will require part time inspection coverage. Field verification of quantities requiring removal and quantities of new items to be installed are key elements requiring inspection.

Appendix A
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-Collusive Bidding Certification. By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

2) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3) The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Fisher Associates, P.E., L.S., L.A., D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Emily Smith, P.E.

Title: Vice President / Director of Transportation

Signature: Emily M. Smith

Date: February 7, 2024
(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By:

Fisher Associates, P.E., L.S., L.A., D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, P.E.

Title: Vice President / Director of Transportation

Signature

Date: February 7, 2024

Appendix C
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Emily M. Smith, P.E.	Vice President / Director of Transportation
Name (Print)	Title
Emily M. Smith	February 7, 2024
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Emily M. Smith, P.E.	Vice President / Director of Transportation
Name (Print)	Title
Emily M. Smith	February 7, 2024
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Exhibit D

(Change Order)

Contract No. ########

Project No. PIN ########

Change Order No. 1

Effective Date Month, Day, Year

CHANGE ORDER

This Change Order modifies the Agreement entered into the X day of Month, Year, between Oneida County ("COUNTY") and Fisher Associates, P.E., L.S., L.A., D.P.C. ("CONSULTANT") as follows:

1. **Change in Services**:
   1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.

2. **Change in time of Performance** (attach schedule if appropriate):
   2.1. No Change.

3. **Change in CONSULTANT's Compensation**:
   3.1. CONSULTANT shall be compensated an additional fee in the amount of $XXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

CONSULTANT

Signature

Emily M. Smith, P.E.
Vice President, Director of Transportation

Date:

Approved

Signature

Andrew Dean
Deputy County Attorney-Administration

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

April 16, 2024

FN 20 24-223

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

In January 2024, the Department of Public Works issued a request for proposals for construction inspection services for several county highway, bridge, and structure rehabilitation projects ("RFP"). The RFP assigned the projects into four groups—"Group One," "Group Two," "Group Three," and "Group Four"—based on the project locations and schedules.

Four companies responded to the RFP, and Fisher Associates, P.E., L.S., L.A., D.P.C.'s proposal was the lowest-cost and best proposal for each group. Consequently, on February 21, 2024, the Oneida County Board of Acquisition & Contract accepted the proposal from Fisher Associates to provide construction inspection services for all four groups of projects.

The enclosed agreement is for Fisher Associates to provide construction inspection services for "Group 3," the replacement of five structures: (1) Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland; (2) Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben; (3) Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon; (4) Structure C3-54, Jug Point Road over Black Creek, Town of Verona; and (5) Structure C6B-53, Stokes - Westernville Road over Br. Mohawk River, Town of Western.

The total fees paid to Fisher Associates under the agreement will not exceed $221,400.00. The term of the agreement commences upon its execution and ends upon the completion of all work, and no later than December 31, 2025. The Department intends to submit additional contracts with Fisher Associates for the other groups of projects.

Please consider the enclosed contract for the above-mentioned services. If acceptable, please forward it to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Public Works

Competing Proposal	X
Only Respondent	
Sole Source RFP	
Other	

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Fisher Associates, P.E., L.S., L.A., D.P.C.
180 Charlotte Street
Rochester, New York 14607

Title of Activity or Service: Construction Inspection Services—Group 3
H-2458999

Proposed Dates of Operation: Start on Execution - 12/31/2025

Client Population/Number to be Served: N/A

Mandated or Non-mandated: Non-mandated

Summary Statements

1) Narrative Description of Proposed Services:

The Department of Public Works seeks construction inspection services for four groups of projects. This agreement is for "Group 3", the replacement of replacement of five structures: (1) Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland; (2) Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben; (3) Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon; (4) Structure C3-54, Jug Point Road over Black Creek, Town of Verona; and (5) Structure C6B-53, Stokes - Westernville Road over Br. Mohawk River, Town of Western.

The agreement is for a term commencing upon execution and ending upon the completion of the work, or no later than December 31, 2025. The total fees paid to Fisher Associates under the agreement will not exceed $221,400.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding:

	Account #:	H-DPW-077 (H-615)
	Total Funding Requested:	$221,400.00
	Oneida County Dept. Funding Recommendation:	$221,400.00
Proposed Funding Sources	**Federal:**	$0.00
	New York State:	$0.00
	County:	$221,400.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

AGREEMENT

This Agreement, effective upon the date of its full execution ("Effective Date"), is by and between the County of Oneida ("County"), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and Fisher Associates, P.E., L.S., L.A., D.P.C. ("Consultant"), a New York domestic professional service corporation with its principal place of business located at 180 Charlotte Street, Rochester, New York 14607. The County and the Consultant are each a "Party" and together, the "Parties."

WITNESSETH:

WHEREAS, the County requires construction inspection services for various County highway, bridge, and structure rehabilitation/replacement projects, and issued a request for proposals seeking such services (the "RFP"), a copy which is annexed as Exhibit B; and

WHEREAS, the RFP separated the projects into four groups based on their locations and the schedule for each project, as set forth more fully in Appendix F to the RFP; and

WHEREAS, the Consultant submitted a proposal to provide such construction inspection services (the "Proposal"), and a copy of its Proposal is annexed as Exhibit C; and

WHEREAS, the County wishes to hire the Consultant to provide construction inspection services for those projects described as "Group 3 Projects" in Appendix F to the RFP, and the Consultant wishes to provide such services in exchange for payment;

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. SERVICES AND SCHEDULE

1.1. The Consultant shall provide construction inspection services as set forth in Appendix G to the RFP—Construction Inspection Requirements and Construction Inspection Scope of Work—for those projects described as "Group 3 Projects" in Appendix F to the RFP (collectively, the "Services").

1.2. The Consultant shall perform the Services within twenty-seven (27) weeks from the County's issuance to the Consultant of a Notice to Proceed as set forth in Section 3.1 of this Agreement, or according to such other schedule as the County's project manager, as identified in this Agreement, may designate in writing to the Consultant.

2. TERM

2.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the earlier of the completion of the Services or December 31, 2025.

3. **NOTICE TO PROCEED**

3.1. The Consultant shall not commence the performance of the Services until the County issues a Notice to Proceed.

3.2. The Notice to Proceed shall be in the form of a letter signed by the County's project manager, as identified in this Agreement, authorizing the commencement of the Services.

4. **COMPENSATION**

4.1. For the Consultant's providing the Services, the County will pay the Consultant a not-to-exceed fee of Two Hundred Twenty-One Thousand Four Hundred dollars and Zero cents ($221,400.00).

4.2. Payment shall be made on the basis of Services completed and billed in accordance with the hourly rates established in the Proposal. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

4.3. The Consultant shall not be entitled to payment for any Services performed prior to the issuance of the Notice to Proceed or following the termination of this Agreement.

5. **EXECUTORY OR NON-APPROPRIATION CLAUSE**

5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for payment for the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement.

6. **PERFORMANCE OF THE SERVICES**

6.1. The Consultant shall comply with, and shall ensure that each of its employees and subconsultants comply with, all certification, knowledge, and experience requirements set forth in Appendix G to the RFP.

6.2. The Consultant affirms that it does not have any financial interest or conflict of interest that would prevent the Consultant from providing unbiased, impartial service under this Agreement.

6.3. The Consultant shall perform the Services with professional care and in accordance with industry standards.

6.4. It is understood and agreed that the Consultant has the professional skills necessary to perform the Services and that the County relies upon the professional skills of the Consultant to do and perform the Services.

6.5. The Consultant agrees to maintain in confidence and to not disclose to any person or entity, without the County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of the County. The covenants contained in this section shall survive the termination of this Agreement for whatever cause.

6.6. The Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform the Services in a professional and competent manner.

6.7. The Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, State or local laws or regulations impose specific requirements for the performance of the same.

6.8. The Consultant is solely responsible for paying all of its expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.9. The Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind the County, or create obligations on the part of the County, without the prior written authorization of the County.

6.10. The Consultant understands that prompt and ready completion of the Services is required, time being of the essence. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. The Consultant agrees to diligently perform the Services.

6.11. The Consultant shall immediately notify the County in writing of any difficulty in complying with requirements of this Agreement.

7. NON-ASSIGNMENT

7.1. The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the County.

8. SUBCONTRACTS

8.1. A subconsultant is a person who has an agreement with the Consultant to perform any of the Services.

8.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services. By execution of this Agreement, the County agrees to the performance of Services by such subconsultants, if any.

8.3. All agreements between the Consultant and its subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits. The Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of the Services resulting from new findings or unanticipated conditions, the Consultant shall promptly notify the County of the changes and advise the County of the recommended solution. The Services shall not be modified without prior written authorization of the County. Payments for any additional services authorized by the County shall be agreed upon in writing prior to commencement of such additional services.

10. PROJECT MANAGERS

10.1. The County designates the Commissioner of Public Works as its project manager, who shall be responsible for: administering and interpreting the terms and conditions of this Agreement, monitoring the Consultant's performance under this Agreement, and communication with the Consultant.

10.2. The Consultant designates Al Cowen, P.E. as its project manager who shall be responsible for all matters relating to the Consultant's performance under this Agreement and for communication with the County.

10.3. Either Party may change its project manager in a notice provided to the other Party pursuant to Section 11.

11. NOTICES

11.1. Notices to the County shall be sent by United States certified mail, return receipt requests, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Notices to the Consultant shall be sent by United States certified mail, return receipt requested, to the Consultant's project manager at the address first set forth above or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. The Consultant, its subconsultants, and all of their collective officers, employees, and agents are independent contractors in the performance of this Agreement. They shall not be deemed employees of the County and shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. They shall conduct themselves in accordance with their status as independent contractors and shall not hold themselves out as, nor claim to be, officers or employees of the County. The County shall have the right to participate

in any conference, discussion, or negotiation with any governmental agency regarding such persons' status as independent contractors.

12.2. Payments to the Consultant shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the Consultant as a result of the County not making such payments or withholdings.

13. ASSUMPTION OF RISK AND INDEMNIFICATION

13.1. The Consultant solely assumes the risk of unforeseen obstacles and difficulties in the performance of the Services, whether such risks are within or beyond the control of the Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon the County.

13.2. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the County, its officers, employees and agents (collectively, the "Indemnitees") from any and all claims (including but not limited to claims asserted by any employees of the Consultant), costs, and expenses of whatever kind (including but not limited to attorneys' fees) allegedly arising out of or in any way related to: (a) the risks it assumes under this Section 13, (b) the Consultant's or its subconsultant's performance of this Agreement; (c) intentional or negligent acts or omissions of the Consultant or its officers, employees, subconsultants, or agents; or (d) from the Consultant's or its officer's, employee's, subconsultant's, or agent's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of any payment shall release the Consultant from its obligations under this Section 13. The enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

14. INSURANCE REQUIREMENTS

14.1. The Consultant shall purchase and maintain, and shall require any subconsultant to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.1.1. Commercial General Liability (CGL) coverage with limits of not less than

One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. The Consultant shall maintain said CGL coverage for itself and the additional insured for the duration of this Agreement and shall maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion of the Services.

14.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.1.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

14.1.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

14.1.5. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim.

14.2. Waiver of Subrogation: the Consultant waives all rights against the County and its officers, employees, and agents for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.3. The County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to the County. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express

purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by the Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein.

15.3. The Consultant agrees that it shall not discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof, whether by the Consultant or any subconsultant.

16. MATERIAL BREACH

16.1. A material breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by the Consultant in inducing the County's acceptance of this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If the Consultant shall file a voluntary petition in Bankruptcy Court or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.

16.1.4. If the Consultant assigns its rights and duties under this Agreement without the prior written consent of the County.

16.1.5. If the Consultant provides defective Services, as determined by the County in its reasonable discretion.

16.2. If the Consultant materially breaches this Agreement, the County may, without limitation: (a) declare the Consultant in default and pursue all remedies provided

herein or available at law; (b) perform the Services and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement; (c) contract with a third party for the performance of the Services and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement; or (d) immediately terminate this Agreement as set forth in Section 17.

17. TERMINATION

17.1. The County may terminate this Agreement immediately upon the Consultant's material breach of this Agreement.

17.2. The County may terminate this Agreement for any reason upon ten (10) days' written notice to the Consultant.

17.3. The Consultant may terminate this Agreement upon thirty (30) days' written notice to the County identifying a substantial failure by the County to fulfill its obligations under this Agreement, but only if such substantial failure remains uncured upon the conclusion of such 30-day notice period.

17.4. If this Agreement is terminated, the Consultant shall be entitled to payment only for Services satisfactorily performed prior to the effective date of termination; provided however, that the County may condition payment of such compensation upon the Consultant's delivery to the County of all materials provided to the Consultant or prepared by the Consultant for the County in connection with this Agreement.

18. OWNERSHIP OF DOCUMENTS

18.1. All deliverables, drawings, plans and specifications prepared in the performance of this Agreement shall be and remain County property. The Consultant may retain copies of such documents but may not use them for other projects without the prior written approval of the County.

19. NON-WAIVER

19.1. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not authorize a preceding or subsequent waiver of that or any other provision.

20. CHOICE OF LAW/FORUM

20.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of laws.

20.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or

in the United States District Court for the Northern District of New York located in Oneida County, New York.

21. INCORPORATION BY REFERENCE AND ORDER OF PRECEDENCE

21.1. The following exhibits are incorporated into this Agreement. In the case of conflicts between the provisions of this Agreement and the exhibits, or among the exhibits, the following order of precedence shall control:

21.1.1. Exhibit A – Standard Oneida County Conditions

21.1.2. Any amendments to this Agreement, in reverse chronological order.

21.1.3. This Agreement

21.1.4. Exhibit B – The RFP

21.1.5. Exhibit C – The Proposal

22. SUCCESSORS AND ASSIGNS

22.1. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, legal or personal representatives, successors, and permitted assigns.

23. SEVERABILITY

23.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

24. ENTIRE AGREEMENT

24.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

25. COUNTERPARTS

25.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

26. AUTHORITY TO ACT/SIGN

26.1. The Consultant's signatory hereby represents and certifies that: he or she has the power and authority to execute and deliver this Agreement; the execution and delivery by the Consultant's signatory of this Agreement and the consummation of

the transactions contemplated herein have been duly authorized by the Consultant; and no other action on the part of the Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

27. **ADVICE OF COUNSEL**

27.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

28. **AMENDMENTS**

28.1. Amendments to this Agreement, if needed, shall be in the form of the Change Order attached hereto as Exhibit D.

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

_____ _____

Anthony J. Picente, Jr. Date
County Executive

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

Emily M. Smith 4/17/2024

Emily M. Smith, P.E. Date
Vice President/Dir. Transportation

Approved:

_____

Andrew Dean, Esq.
Deputy County Attorney-Administration

Exhibit A

(Standard Conditions)

Appendix A

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **Executory or Non-Appropriation Clause.**

1.1. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

2.1. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.**

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

3.2. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

3.3.1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

3.3.1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

_____

_____

3.4. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.4.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive

payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under

Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. **Identifying Information and Privacy Notification.**

11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

11.2. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. **Prohibition on Purchase of Tropical Hardwoods.**

14.1. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

14.2. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to meet with the approval of the County.

15. **Compliance with New York State Information Security Breach and Notification Act**. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **Gratuities and Kickbacks**.

16.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

16.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **Audit.**

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

17.2. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **Certification of compliance with the Iran Divestment Act.**

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

18.2. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

18.3. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

18.4. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. **Prohibition on Tobacco and E-Cigarette use on County Property.**

19.1. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

19.1.1. For the purposes of this provision, the "use of tobacco" shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

19.1.2. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, "on Oneida County property" shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

19.3. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. **Compliance with New York State Labor Law § 201-G.**

20.1. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

Exhibit B

(RFP)

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING
5999 JUDD ROAD
ORISKANY, NEW YORK 13424

REQUEST FOR PROPOSAL

HIGHWAY, BRIDGE, AND STRUCTURE

REHABILITATION / REPLACEMENT PROJECTS

2024 CONSTRUCTION INSPECTION SERVICES

JANUARY 8, 2024

REQUEST FOR PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES

1. Introduction

1.1 The County of Oneida (the "County") is soliciting proposals from qualified consulting firms with demonstrated experience in providing similar services.

1.2 Proposals in response to this RFP must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a USB flash drive to:

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

1.3 Packages containing proposals must be marked "2024 Construction Inspection Services".

1.4 **Proposals are due at the above address no later than 2:00 p.m. on February 8, 2024.**

1.5 Questions relating to this RFP should be directed to Nicholas DiGennaro at 315-793-6233 or ndigennaro@ocgov.net.

1.6 Project specific questions should be directed to Jason Swistak at 315-793-6240 or jswistak@ocgov.net.

2. Project Description

2.1 Oneida County is soliciting proposals from qualified firms to provide Construction Inspection services for various highway, bridge, and structure replacement / rehabilitation projects, as described in **Appendix F**, attached hereto.

3. Scope of Services

3.1 The consulting firm selected for this project (the "Consultant") shall be required to provide qualified inspectors and all services necessary for the performance and completion of all work. Construction Inspector Qualifications and Construction Inspection Services are described in **Appendix G**, attached hereto.

4. Terms and Conditions

4.1 The Project outlined in this RFP shall be awarded by County.

4.2 The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.3 A firm responding to this RFP (a "proposer") may be designated for an interview with the County.

4.4 The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.5 The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.

4.6 The Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.7 Firms and/or sub-consultants qualified and certified as Minority/Women Business Enterprises are encouraged to submit proposals. The Consultant and/or sub-consultants shall make a good faith

effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

4.8 The Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.9 The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.10 Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

4.11 Each proposer shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A.**

4.12 Each proposer shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B.**

4.13 Each proposer shall comply with and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy, attached hereto as **Appendix C.**

4.14 Each proposer shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D.**

4.15 **Appendix E** shall become part of any contract, resulting from this proposal, between Consultant and County.

5. Payment for Services

5.1 Consultant shall invoice County monthly for services rendered.

5.2 Payment shall be based on established hourly billing rates.

5.3 Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross- claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein

of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and at least Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and at least Two Million Dollars ($2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella polices to include the County as an additional insured on a primary and non- contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. Independent Contractor Status

8.1. For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

8.2. The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9. Document Reproduction and Ownership of Original Drawings and Manuscripts

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. Choice of Law

10.1. The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. Submittal Requirements

11.1. Cover page (one page).

11.2. List of sub-consultants (one page).

11.3. Signed **Appendix A** – Non-Collusion Certification

11.4. Signed **Appendix B** – Iran Divestment Act Certification

11.5. Signed **Appendix C** – Solid Waste Certification

11.6. Signed **Appendix D** – Statement on Sexual Harassment

11.7. Completed **Appendix H** – Fee Proposal

11.8. Billable hourly rate schedule including sub-consultants.

12. Special Requirements

12.1. The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub- consultants.

13. Selection Process

13.1. The County shall review all proposals received and reserve the right to select proposers for further presentation and interview.

13.2. The following criteria shall be used in the selection process.

13.2.1. Approach to Project:

13.2.1.1. Understanding of Project scope

13.2.1.2. Understanding of implied or required activities

13.2.1.3. Reasonableness of proposed approach

13.2.1.4. Proposed Work/Services schedule

13.2.2. Experience/Qualifications of Project Personnel and Firm:

13.2.2.1. Previous experience with governmental agencies

13.2.2.2. Previous experience with similar projects

13.2.2.3. Project staff experience with similar projects

13.2.2.4. Project management expertise

13.2.3. Credentials of Firm:

13.2.3.1. Reference/client assessment of previous performances

13.2.3.2. Demonstrated ability to keep projects on schedule

13.2.3.3. Firm's most significant relevant project

13.2.4. Level of Effort:

13.2.4.1. Commitment of assigned personnel to the project

13.2.4.2. Firm's current workload and availability

13.2.5. Fee Proposal

13.3. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County.

13.4. Should the Agreement be unacceptable to the Consultant, the County reserves the right to procure services from another proposer.

14. Responsibility of Consultant

14.1. All responding firms shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected.

Appendix A
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-Collusive Bidding Certification. By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

2) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3) The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____
(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By:

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature _____

Date: _____

Appendix C
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

_____	_____
Name (Print)	Title
_____	_____
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Name (Print)	Title
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Appendix E
Standard Contract Clauses Addendum

The following addendum modifies, changes, or adds to the contract for construction between the County of Oneida, hereinafter known as COUNTY, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR intend to enter into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to any Contract, for good consideration, agree to be bound by the following clauses which will be made a part of the Contract.

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**
   a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. **ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.**
   a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.**
   a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
      i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code)

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

A. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).** When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of

this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been

knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations, and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule, or regulation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal

purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

    a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

    b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **GRATUITIES AND KICKBACKS.**

    a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or

controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **AUDIT.**

a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

b. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.**

a. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract

awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default,

d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. **PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.**

a. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

i. For the purposes of this provision, the "use of tobacco" shall include:

A. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

B. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including chewing; holding in the mouth; or expectoration of chewing tobacco.

ii. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

iii. For the purposes of this provision, "on Oneida County property" shall be defined as:

A. Upon all real property owned or leased by the County of Oneida; and

B. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

iv. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. **COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G.**

a. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Appendix F
PROJECT DESCRIPTIONS

Estimated Construction Timeframe is Spring 2024 – Fall 2025

Group 1 Projects

a. Replacement of 6 structures and/ or culverts along Holman City Road, CR 2 and Church Road, CR20, Town of Paris.

Group 2 Projects

a. Streambed Stabilization adjacent to Structure C11-53, Lee Center - Stokes Road over Burk Creek, Town of Lee.
b. Streambed Stabilization adjacent to West Ava Road, CR 67 alongside Point Rock Creek, Town of Ava.

Group 3 Projects

a. Replacement of Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland.
b. Replacement of Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
c. Replacement of Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon.
d. Replacement of Structure C3-54, Jug Point Road over Black Creek, Town of Verona.
e. Replacement of Structure C6B-53, Stokes - Westernville Road over Br. Mohawk River, Town of Western.

Group 4 Projects

a. Blossvale Road, CR66 Slope Repair. Sites #2 & #3, Town of Annsville.
b. Guide Rail and Bridge Approach Rail Replacements, Various Locations throughout Oneida County.

Note: 1. All projects are in various stages of design, and it is anticipated that construction will take place in 2024 and 2025.
2. Oneida County will award each group as individual contracts to the lowest qualified submitter for that group.

Appendix G
CONSTRUCTION INSPECTOR REQUIREMENTS

The Chief Inspector shall possess NICET Level III or Level IV Certification in Transportation / Highway Construction. In lieu of NICET Certification, proof of equivalent training and/or experience may be considered.

The Chief Inspector shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to (a) maintain field and office records, (b) to perform complex quantity and engineering computations, (c) read and interpret plans and specifications, and (d) deal with people.

The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping (MURK).

CONSTRUCTION INSPECTION SCOPE OF WORK

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:

    a. Keep a daily diary and digital photo log of all events pertinent to the progression of the project.
    b. Verify that materials utilized are as specified in the contract documents.
    c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
    d. Document quantities in a manner sufficient to recommend payment for work completed.
    e. Review and make recommendation of Contractor's requests for payment.
    f. Keep County Liaison informed of progression of work.

2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.

3. The Consultants Project Manager or Chief Inspector will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.

4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.

5. The inspector will keep a project specific daily diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.

6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.

7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.

8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.

9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.

10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.

11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.

12. The inspector will invoice the County monthly for services rendered, based upon 2024 billing rates submitted. Personnel billing rates shall be submitted for the 2024 calendar year and shall be marked "Appendix B". In the event that projects continue into 2025 the Consultant has the option to perform work under the 2024 billing rate or submit revised billing rates for consideration.

Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

A. Resident Engineer / Chief Inspector
B. Project Manager
C. Administrative Assistant

Construction documents were prepared by various designers and will be bid under several packages at various times through 2024. Projects may be awarded to a single or multiple Contractors.

1. Group 1 Projects as indicated in Appendix F (H-298) Estimated hours of construction inspection and supervision effort to complete all projects based on a 18-week schedule.				
A. 720 hours @		/hour =	$	Straight Time
A. 180 Hours @		/hour =	$	Overtime
B. 180 Hours @		/hour =	$	Straight Time
C. 90 Hours @		/hour =	$	Straight Time
		Total	$	

2. Group 2 Projects as indicated in Appendix F (H-546) Estimated hours of construction inspection and supervision effort to complete all projects based on a 6-week schedule.				
A. 240 hours @		/hour =	$	Straight Time
A. 60 Hours @		/hour =	$	Overtime
B. 60 Hours @		/hour =	$	Straight Time
C. 30 Hours @		/hour =	$	Straight Time
		Total	$	

3. Group 3 Projects as indicated in Appendix F (H-615) Estimated hours of construction inspection and supervision effort to complete all projects based on a 27-week schedule.				
A. 1080 hours @		/hour =	$	Straight Time
A. 270 Hours @		/hour =	$	Overtime
B. 270 Hours @		/hour =	$	Straight Time
C. 135 Hours @		/hour =	$	Straight Time
		Total	$	

4. Group 4 Projects as indicated in Appendix F (H-614) Estimated hours of construction inspection and supervision effort to complete all projects based on a 7-week full time schedule and a 6-week part time schedule.				
A. 400 hours @		/hour =	$	Straight Time
A. 70 Hours @		/hour =	$	Overtime
B. 100 Hours @		/hour =	$	Straight Time
C. 50 Hours @		/hour =	$	Straight Time
		Total	$	

It is anticipated that Group 4, Project b. (Guide Rail Replacements) will require part time inspection coverage. Field verification of quantities requiring removal and quantities of new items to be installed are key elements requiring inspection.

Exhibit C

(Proposal)

2024 CONSTRUCTION INSPECTION SERVICES

Highway, Bridge, and Structure Rehabilitation / Replacement Projects

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424
ndigennaro@ocgov.net

February 8, 2024
2:00 PM

Emily Smith, P.E. | Vice President / Director of Transportation
120 E. Washington Street, Suite 200 I Syracuse, New York 13202
315.422.4822 | esmith@fisherassoc.com

FISHER ASSOCIATES

Oneida County

Department of Public Works
Division of Engineering

2024 Construction Inspection Services

Highway, Bridge, and Structure Rehabilitation / Replacement Projects

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- Appendix C – Recycling and Solid Waste Management Certification Form for Oneida County Contracts
- Appendix D – Statement on Sexual Harassment in Accordance with New York State Law

Construction Management Plan

Comprehensive project documentation during construction is critical for you as an owner, as it ensures that your project is built in accordance with the applicable plans and specifications and, therefore, will provide the service life it was designed to achieve. With limited funding sources, you need to ensure your money is spent wisely. In addition, this documentation serves as your record of the infrastructure you have constructed for future reference when other projects occur in this area. Accurate documentation of your infrastructure minimizes delays and additional costs on future projects due to uncertainties resulting from vague or inaccurate as-built documentation.

Fisher Associates, P.E., L.S., L.A., D.P.C. (Fisher) prides itself on providing comprehensive construction documentation. Our documents are prepared with the level of detail that is needed to support that the project was built as designed. When deviations in the design are necessary, due to factors such as unforeseen field issues, such changes are properly documented and noted in the inspection reports as well as on the record drawings. Ensuring you have the right inspection team with the right mindset and attention to detail is the first step to ensuring a successful inspection of your project. Fisher understands the importance of comprehensive construction documentation. We hold our inspection team to high standards and monitor their reports throughout the duration of construction to ensure the appropriate level of detail and supporting information is provided.

Approach to the Project and Understanding of Project Scope

We understand the scope of work is to perform construction inspection services for a variety of project types that have been bundled together into four groups. Group 1 includes the replacement of 6 structures and/or culverts along Holman City Road and Church Road in the Town of Paris. Fisher is very familiar with these structures as we are in the process of completing the design and bid documents for these structure replacements. Group 2 projects include two streambed stabilization projects, one in the Town of Lee, the other in the Town of Ava. Group 3 projects include the replacement of 5 structures, one each in the Town of Kirkland, Steuben, Vernon, Verona, and Western. Again, Fisher knows these well as we are designing the replacement structures for the county. Group 4 includes slope repair in the Town of Annsville and guide rail and bridge approach replacements at various locations in the county. Fisher inspected a slope repair along Blossvale Road in the Town of Annsville in 2022 for a project that was progressed under an emergency contract due to the hazardous condition of the road.

We understand that construction inconveniences are a concern. Residents and businesses want to ensure their access is maintained. The public wants to know what to expect, when to expect it, and how long it will last, and our inspection team is the team to facilitate communication of all relevant construction information. We take our responsibility as the County's on-site agent very seriously, and it is our duty to represent the County courteously and professionally. At the kick-off meeting with the County, we will ascertain the appropriate chain of communication and methods to be used to convey construction-related information to the residents, businesses, transit providers and emergency responders within the corridor.

Our inspection team will ensure that every interaction they have is conducted with the goal of listening to understand the concern and conveying information in a clear and concise manner. Our team includes a number of experienced inspection personnel: **Al Cowen P.E. will serve as the Project Manager.** Our **Chief Inspector(s)** will be chosen from a pool of candidates dependent

upon the construction schedule, project location and duration, and staff availability. We have included resumes for Tim Decker, Ken Leisenring, Joe Cacozza and Dave Ward who are all NICET IV equivalent inspectors based on experience gained while working for the County or NYSDOT. These candidates are all skilled at inspecting projects like the structure, culvert, slope stabilization, and rail replacements identified in the RFP. All four are local residents and have firsthand knowledge and experience of trying to navigate through County construction work zones and the challenges this presents to motorists, which facilitates their ability to communicate with and understand those impacted by construction effectively. Jack Giedraitisis is a NICET III equivalent inspector, a resident of neighboring Madison County, and has expressed interest in an assignment to a county project. These Chief Inspectors will represent you in the field and will be accountable for all the construction components, including required recordkeeping and estimating using Appia project management software.

With our proposed team, the County will be provided with comprehensive construction documentation; routine status updates on the project from our Project Manager and assistance to the Chief Inspector as needed; as well as review of daily reports, change orders, and pay applications; an experienced Chief Inspector who has the ability to effectively communicate with the public and extensive knowledge of the County's standards to ensure the project is properly constructed; QA/QC oversight from our Construction Inspection Manager.

Understanding of implied or required activities.

The inspection services include providing a level NICET III or IV certified Chief Inspector. In lieu of NICET Certification, the County may consider an individual with equivalent training and/or experience. The Chief Inspector shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to maintain field and office records, to perform complex quantity and engineering computations, and read and interpret plans and specifications, and deal with people. The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation (NYSDOT) Standard Specifications, Construction and Materials Manual and the NYSDOT Manual for Uniform Record Keeping (MURK).

The Chief Inspector will keep a daily diary and digital photo log of all events pertinent to the progression of the project. Fisher will provide Appia construction software for use in the administration of this inspection project. The Chief Inspector will verify that materials utilized are as specified in the contract documents. He/She will ensure the project is built to the lines, grades and in accordance with the approved plans and specifications. Quantities will be documented in a manner sufficient to recommend payment for the work completed. The Chief Inspector will create payment applications and make recommendations for Contractor payments. He/She will also keep the County Liaison informed of the progression of work and especially aware of any issues that may arise.

Fisher's Project Manager will arrange for and conduct a preconstruction meeting and prepare and distribute meeting notes. The project designers of record will be responsible for reviewing and approving all shop drawings for the projects. The Chief Inspector will keep a project specific daily diary. The diary will describe the progress of the work, size of the workforce, equipment used, weather conditions, and any specific problems encountered. Digital photos will document progression of work and upon project completion, will be provided to the County on a USB drive or CD-ROM. The Chief Inspector will take measurements, obtain copies of delivery tickets, and record all pertinent information necessary to verify and recommend

Contractor payments. Appia will be made available to the County Liaison who will have access to the daily diaries, quantities used, photos, etc. whenever logged in to Appia.

We understand the Prime Contractor will be responsible for contracting a third party for materials testing. The Contractor will also be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The Chief Inspector will observe testing procedures, review test results, and recommend acceptance or rejection of materials tested.

The Chief Inspector will monitor construction activities and inform the County of the project's progression. The Chief Inspector will make recommendations to the County regarding any minor changes requested by the Contractor. He will confer with the Designers regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.

The Chief Inspector will maintain a set of record drawings during construction. Upon project completion the marked-up record drawings will be forwarded to the County who will coordinate the finalization of the drawings with the Designers. The Chief Inspector will develop a punch list upon substantial completion of the project. He will coordinate a meeting between the Contractor and the County to review the punch list.

Project Manager - Our Project Manager, Al Cowen, PE, will be responsible for overall management of the project including monitoring the project budget and schedule, reporting any issues to the County's Project Manager that may result in project delays, preparing monthly invoices utilizing the 2024 billing rates submitted, attending field meetings, assisting the Chief Inspector in issue resolution of identified field issues, ensuring that the Chief Inspector has all the essential resources he needs and conforms to our safety protocols, and providing quality control for the Chief Inspector's project reports, change orders, and pay applications.

Resident Engineer / Chief Inspector - The Chief Inspector's office responsibilities will include keeping accurate and detailed records of construction observation activities. This includes ensuring daily reports are completed for each day of construction, and all necessary supporting documents, such as materials certs, photos, etc. are attached to the daily reports. If the contractor does not work on a specific day for any reason, a report will be prepared to document this. They will also be responsible for preparing change orders and contractor pay applications and coordinating with the contractor regarding schedule, as well as coordinating with the contractor when testing services are needed.

Their field responsibilities will include performing construction observation services and preparing the associated construction reports. Additional details of the Chief Inspector responsibilities include:

A) **Observation of Work:** The Chief Inspector will be responsible for being out on the construction site observing construction activities completed by the contractor. Ample photographs will be taken to accompany the daily reports prepared and depict the work performed each day. Work completed will be compared against the contract plans and specifications to ensure consistency with the approved project documents and County standards. Measurements will be taken accordingly to confirm quantities of excavations and materials placed. Material certifications will be collected as required for designated materials. Observation activities will also include observing the work zone set up daily to ensure consistency with the contract plans and specifications. When work cannot be

completed in accordance with the plans for any reason, discussions with the contractor and County Project Manager will occur to ascertain the reasons and determine the course of action to take. Any deviations from the plans will be documented and shown on the record drawings.

B) **Quality assurance & control:** Quality assurance and quality control throughout the duration of construction is essential to ensure that the appropriate documentation is being prepared along the way so that at the end of the project, there is no missing or vague information which is difficult to obtain or verify after construction is complete. In addition, performing QA/QC of the construction site itself ensures a safe work zone for the contractor and the traveling public. The following QA/QC activities will be completed for this project:
    - Observation of the work zone set up daily to ensure consistency with the contract plans and specifications.
    - Review of the Chief Inspector's daily reports by the Project Manager.
    - Review of change orders and pay applications, prepared by the Chief Inspector, by the Project Manager.
    - Routine visits to the construction site by our Project Manager to observe general safety of the site including but not limited to proper use of personal protective equipment, clear delineation of work zones, and visibility of construction signage. Any issues noted will be communicated to our Chief Inspector for immediate resolution.

C) **Submission of daily construction reports & photographs:** The Chief Inspector will prepare daily inspection reports ensuring that the proper level of detail is included to clearly explain the operations observed. He will ensure that the proper items and quantities are recorded, and all required material certifications are attached to the report. Photographs will be taken to accompany the daily reports and visually depict the work completed. All photos will be cataloged with the date they were taken. Any measurements taken will be documented in the daily reports and if additional quantities result for a specific item, it will be noted along with the rationale for the additional amount. If the additional amount is not justified, this will also be noted and discussed with the contractor. The County's Project Manager will be kept informed of quantity overruns that may result in a change order. In addition, should any unforeseen conditions arise that necessitate adding or deleting items from the contract, the County's Project Manager will be informed. At no time will the County's Project Manager be surprised regarding the need for a change order as they will be kept in the loop throughout the duration of construction.

    Appia software will be used to house all construction documents. Appia will be used to prepare daily reports with all supporting documents (i.e., material certs, photos, etc.), change orders, and pay applications. Construction progress meeting minutes and all other construction documents will be kept in Appia as well, allowing all documents to be viewed by the County's and Fisher's Project Managers at any time.

D) **Review of contractor invoices and change orders:** Our Chief Inspector will prepare any necessary change orders in Appia based on the documented quantities input from the daily reports and submit change orders to the contractor for initial review and concurrence with the quantities. Any quantity disputes will be discussed and resolved

with the contractor, including the County Project Manager and Fisher's Project Manager, as necessary. Upon agreement of the quantities, the change order will be signed by the Chief Inspector and submitted to Fisher's Project Manager for review and signature. Subsequently, it will be forwarded to the County's Project Manager for review, signature, and processing of payment. The final executed change order will be filed within Appia and incorporated into the next pay application.

Contractor pay applications will follow a similar procedure, with our Chief Inspector generating the pay application from Appia based on the quantities input into the system. The pay application will be sent to the contractor for review and concurrence. Again, any quantity disputes will be resolved, involving the County's and Fisher's Project Managers, as necessary. Upon receiving concurrence on the quantities from the contractor, our Chief Inspector will sign the pay application and forward it to Fisher's Project Manager for review and signature. Subsequently, the pay application with a County Payment Voucher will be forwarded to the County's Project Manager for review, signature, and processing for payment. Executed pay applications will be filed within Appia as part of the project records.

E) **Coordination between the contractor, facility representatives, utility agencies, the public and the County Project Manager:** At the construction kick-off meeting, a schedule for routine construction progress meetings will be established. Our Chief Inspector will be responsible for sending a recurring meeting appointment for those meetings to the County's Project Manager, the contractor's superintendent, and Fisher's Project Manager for the duration of construction. A standard agenda will be prepared for the progress meetings to report the progress of construction consistently. Additional parties such as utilities, emergency responders, etc. will be invited to the meetings as deemed necessary. All parties will receive copies of the meeting minutes within 1 week of the meeting and they will be filed within Appia as part of the project records. Action items will be identified in the meeting minutes along with who is responsible and the timeframe for completing each action item. Follow up on the status of previously identified action items will be a standard agenda item that is discussed at each progress meeting to ensure all issues are properly addressed and closed out to the County's satisfaction.

One of the first items to be confirmed by our Chief Inspector at the onset of construction is what utility work is required to be completed as part of the project. If necessary, a separate coordination meeting with the inspection team, utility owners, the contractor and the County's and Fisher's Project Managers will be scheduled at the project onset to discuss the work to be done and how it fits with the contractor's proposed schedule. Adjustments to the contractor's scheduling and sequencing of work will be made, if necessary, to promote the most efficient and cost-effective sequencing that accommodates the essential utility work.

Additional coordination meetings, outside the routine progress meetings, will be scheduled on an as-needed basis to resolve unforeseen issues or address contractor questions on the plans and specifications.

At the project kick-off meeting, the protocol for communicating with the public will be discussed and established. A list of information that should be distributed to the residents and businesses along the corridor will be developed along with the timeframe

for distributing it and who will be responsible for the distribution. All questions received from the public will be directed to the Chief Inspector who will then respond in accordance with the communication protocol established for the project.

Finally, as a service that we consider value-added, Fisher's Construction Inspection Manager, Brent Rauber, will be assigned to your project as our in-house resource for our inspection staff. He will be on hand to ensure that any short-term needs for additional inspection staff are met, whether due to an illness or a special need in the field. He will perform regular quality reviews of field record-keeping documentation as a further check to assure that all project requirements are met.

Proposed Work/Services schedule

We understand there are four groups of projects that have been designed by various designers and will be bid at various times throughout 2024. Projects could be awarded to a single or multiple contractors. Fisher's pricing found in Appendix H is for the 2024 construction season. If work for any of the projects extends into the 2025 season, Fisher would like the opportunity to submit revised billing rates.

Experience of Project Personnel and Firm

Fisher provides you with experienced, quality staff and excellent service. We have a pool of experienced chief inspectors to draw upon that you can trust; these inspector's are county resident's who are stakeholders in the improvements being made to the community.

Al Cowen, P.E. will serve as the Project Manager. Al joined Fisher Associates on December 1, 2020, after spending the previous 16 years with Lochner Engineering in Utica. Al has served as a Project Manager on Oneida County projects dating back to 1998, when he oversaw inspection services for the reconstruction of College Hill Road adjacent to the campus of Hamilton College. He has served as Project Manager on numerous Oneida County design and construction inspection projects over his career and most recently was the Project Manager for inspection services for the $4.7M Marcy SUNY Poly Parkway project. He has served as the Project Manager for construction inspection projects for other governmental agencies including Herkimer, Rockland and Dutchess County, New York State Department of Transportation, New York State Thruway Authority, as well as for many cities and towns through central New York and the Hudson Valley.

Al has served as the Project Manager for numerous similar inspection projects for Oneida County, having served in this role for the inspection of over 50 Oneida County bridge and culvert projects over his career. Projects include the $3.1M Trenton Road Bridge Replacement and Road Rehabilitation, $0.59M Elm Street Bridge, $0.52M Point Rock Road Bridge, $0.45M Lawrence Street Bridge, and over a half dozen inspection term agreements for inspection of highway and bridge projects throughout the county. He served as the Project Manager for the inspection phase for the $1.1M Bellamy Harbor Bridge for the City of Rome and the $1.2M Creek Road Bridge Replacement for Herkimer County. In 2022 he served as the Project Manager for the Oneida County $644k slope stabilization project along Blossvale Road in the Town of Annsville. Many of these projects involved utility relocations, watermain installations, drainage improvements, maintenance, and protection of traffic, retaining wall construction, and full depth pavement reconstruction.

It is very challenging to find experienced inspection staff in the central New York area who are available for assignment. Tim Decker, since joining the ranks of the happily retired in December 2023, has expressed interest in continuing to work seasonally on county owned projects. We

have also contacted many NYSDOT retired EIC's and Resident Engineer's and have identified the following who have granted us permission to use their credentials to pursue this inspection agreement. Joe Cacozza, Ken Leisenring and Dave Ward are all NYSDOT retirees who have expressed an interest in performing inspection work in Oneida County. Both Joe and Ken have worked for Fisher on Oneida County inspection projects in the past.

Tim Decker, a Utica resident, retired from Oneida County after more than 42 years. Tim spent his entire career working for the county and has a wealth of knowledge related to all of the types of projects included in the four groups in this RFP. While he is enjoying the Florida climate in the winter, Tim is interested in continuing to work on a seasonal basis on these types of projects.

Joe Cacozza, a Utica resident**,** recently served as the Chief Inspector for the Oneida County Marcy SUNY Poly Parkway. Joe has over fifty years' experience in the civil engineering practice and has spent decades serving as a Chief Inspector or Engineer in Charge with most of his project assignments situated in the Utica area.

Most of the assignments that Joe has inspected since April of 2015 have been related to the development of Parkway site for the Nano Center that Wolfspeed is now completing. He served as the Senior Inspector or Resident Engineer for many of these projects that were funded by Mohawk Valley Edge.

Ken Leisenring, a Whitesboro resident, retired as an EIC with NYSDOT Region 2 in May of 2020. Ken served as Fisher's Chief Inspector for the Oneida County Blossvale Road Slope Stabilization project in 2022. Ken has served as the EIC for a variety of highway, bridge, safety, and emergency contracts throughout the Region. He was the EIC for the Replacement of Route 28 Bridge over the Middle Branch of the Moose Reiver, a $2.9M project located in Herkimer County. He was also the EIC for the $10.8M project to replace 7 Critical Bridges over Water at multiple locations in Oneida, Herkimer, and Otsego County. Since retiring, Ken spends winters in Florida and returns to work in New York during the warmer months. He has indicated he is available for assignment mid-April through mid-September.

Dave Ward retired as an EIC for NYSDOT in January 2022. Dave served as an EIC for NYSDOT for nine years before his retirement from the state. He served in various roles in the Construction Division for NYSDOT over his 35-year career, including Inspector, Office Engineer, and EIC. Dave was the EIC on bridge rehabilitation and replacement projects and roadway rehabilitation and reconstruction ranging from $1M to $7M. Dave completed an assignment in Herkimer County in 2023 and has indicated an interest in these projects with Oneida County for 2024.

Jack Giedraitis is a NICET III equivalent inspector who has expressed interest in working on county projects in the 2024 season. Jack has served as a NICET III inspector for Fisher for multiple years on NYSDOT Region 2 bridge replacement projects, most recently in 2022 on the $13.8M Route 8 Bridge Replacement over Route 12 in New Hartford.

Resumes follow this section.

M/W/DBE Statement

As a former DBE/MBE/WBE firm, we understand how a small company depends on numerous opportunities to grow by functioning as a sub-consultant to a larger firm. Fisher was very fortunate to have been included on many projects and benefited from the affirmative action program. As this project does not require a considerable number of inspectors and the Contractor will be required to hire an independent material testing firm, there is limited

opportunity for us to bring a DBE/MBE/WBE firm onboard.

Previous Experience and Credentials of Firm

"By living our clientship principles and core values, we create powerful client experiences." This is our mission and it serves as the foundation of our approach to every project we undertake. We achieve this by ensuring we thoroughly understand your goals and that our team is accessible, responsive, follows through, and keeps you informed throughout the project duration. As your advocate, we work collaboratively with you, listening to your needs and concerns, and putting our expertise to work for you. We own the experience our clients have with us, and we are committed to ensuring that your experience exceeds your expectations.

As your representative in the area, you can be confident we will professionally represent you as construction progresses. For over 25 years, Mr. Cowen has been responsible for managing inspection projects for Oneida County. We are proposing a great inspection staff, with people who are familiar with the area and the administrative processes. Here is what we bring to the table:

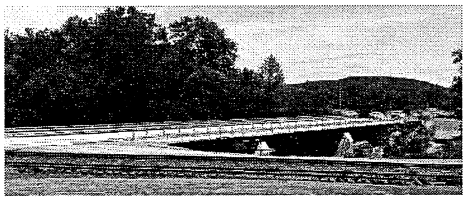
- **Staff, Staff, Staff**! You want experienced staff that you can entrust with your projects. We have that stuff for you. This team knows how to get the job done and done right.
- **Availability!** We understand your schedule and the workload commitment needed to complete this project. We can commit the necessary resources to this project!
- You want a firm that is dedicated to your projects and that understands your processes and standards. **When decisions are needed, you expect a knowledgeable staff that can communicate well with County staff and make professional recommendations.**
- **Sensitivity to the needs of your constituents is paramount.** You need an inspection staff that appreciates neighborhood concerns and communicates with the residents and business owners on a day-to-day basis. Our staff has proven again and again that we can handle difficult contractors, difficult residents, and difficult construction conflicts and resolve them to your complete satisfaction.
- We have a long history of working with municipalities, the public, and look forward to further developing our relationship with Oneida County.
- **Safety** for the public and project workers, as specifically demonstrated by our staff's ATSSA, OSHA 10-hour, and ACI certifications.
- **Flexibility and responsiveness**: With Fisher Associates, you have a consultant partner who follows through and keeps in touch with you, even on a daily basis if needed.
- **Quality:** A product that is built within the intent of the plans and specifications, with quality assurance provided by inspectors with decades of experience.

Below are projects for which the Fisher Team has provided Construction Inspection services.

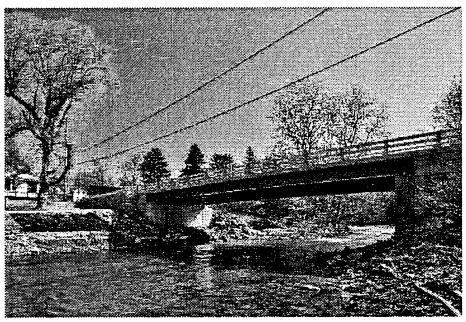
Middle Settlement Road Reconstruction, Oneida County DPW, NY: Mr. Cowen, in previous employment, served as the Project Manager for the construction inspection phase for the Middle Settlement Road Reconstruction from just south of Liberty Avenue in the Town of New Hartford to the intersection with Clark Mills Road in the Town of Whitestown. This $1.2M project included milling and overlaying 3,300 feet of roadway and full-depth asphalt paving for the other 900 feet, full depth, and widened shoulders, signing, striping and stormwater management. Drainage improvements were made along with concrete sidewalk and ADA sidewalk ramps. The Construction was inspected by a Resident Engineer and an inspector. Mr. Cowen managed the inspection staff and was responsible for overseeing material acceptance, shop drawing reviews, construction administration, and coordination with a subcontractor for materials testing and several utility companies. (Reference: Mark Laramie, P.E., 315.793.6236 - recently retired, 2009-2015)

Houck Road Bridge over Sconondoa Creek Bridge Replacement, Oneida County DPW, NY: Mr. Cowen, in previous employment, was the Project Manager for the construction inspection phase for the $0.5M replacement of the Houck Road Bridge over Sconondoa Creek. Responsibilities included recruiting inspection staff, coordinating the project progression with the Chief Inspector, Contractor, County, and design consultant. Houck Road was closed during construction and an offsite detour was utilized to allow the contractor to complete this project in one season. Appia software was utilized for all inspector daily reports, quantity usage, photographs, change orders, and payment applications and records were provided to the County at project completion. (Reference: Mark Laramie, P.E., 315.793.6236 – recently retired, 2017)

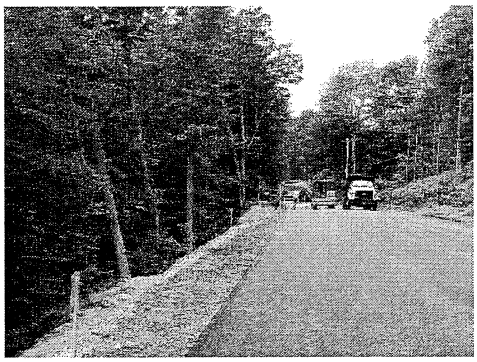
CR 8 over the Chemung River Bridge Rehabilitation, $3.921M, Chemung County, NY: Fisher Associates provide construction inspection for the rehabilitation of a four-span, 350 ft. long prestressed concrete adjacent box beam bridge. The entire superstructure was replaced along the current alignment with a four-span continuous steel multi-stringer superstructure and concrete deck. The continuity and integration of the abutments provided an integral abutment structure eliminating three lines of bearings, resolving the problems with longitudinal joints between beams, and creating a jointless bridge to carry utilities between beams and provide a low maintenance superstructure for the next 50 years. The piers and abutments were repaired and modified to accommodate the upgrades. (Reference: Andy Avery, Chemung County DPW, 607.739.3896, 2017 – 2022)



Ludlowville Road (County Route 159) over Salmon Creek Bridge Replacement, $1.593M, Tompkins County, NY: Because of the limited load capacity of the bridge, narrow roadway and non-compliant walkway, the bridge was slated for replacement. The Ludlowville Road Bridge was an 88 ft. span steel multi-stringer bridge with an open steel grating deck, carrying two 9 ft. lanes with no shoulders. The only pedestrian accommodation was a 1 ft. 8 in. wide safety walk flanking each side. The new bridge section consists of two 10-foot-wide lanes with 4-foot-wide shoulders and three-rail bridge railing on both sides. Weathering steel was incorporated into the design to provide a long-lasting, low maintenance bridge with an expected service life of 75 years. An aging water line was replaced



and supported on new steel diaphragms in the final configuration. Fisher Associates designed a steel multi-girder bridge with a composite concrete deck founded on concrete abutments that bear on rock. U-wingwalls replaced existing wingwalls at three of the four corners and a flared wingwall at the remaining corner accommodates a horizontal curve. A segmental retaining wall was designed beyond the end left U-wingwall to replace an existing stone cribbing wall. Fisher provided Engineering, Survey and Construction Inspection on this project. (Reference: Jeffrey Smith., Tompkins County Highway Division, 607.274.0309, 2017 - 2021)



Blossvale Road Slope Stabilization Project, Oneida County DPW, NY: This project was for a failing roadway embankment that needed to be stabilized. Rehabilitation elements included: interception and relief of embankment groundwater and surface runoff; construction of a soil-nail reinforcing wall outside of the guide rail; and the reconstruction of the road embankment, repair highway pavement section and reset BBGR. (Reference: Timothy Decker, 315.793.6228 - recently retired, 2022)

Calkins Road over Red Creek Tributary, $328K, Monroe County, NY: The existing twin pipe culverts were corrugated steel pipe arches that were 75 feet long and were constructed in 1979. The roof in both pipes had two depressions directly below the eastbound travel land. During the field inspection, multiple joints in both pipes were noted as corroded, leaking and prying open. Loss of galvanization and corrosion of various degrees were noted in both culverts along with rust-throughs below the spring line. Because of the deformations and corrosion, the twin pipe culverts were replaced with new concrete elliptical pipes in the same location. The project involved extensive work zone traffic control coordination to construct the project using staged construction as the project location near a busy intersection does not lend itself to closing the road. (Reference: Henry Herdzik., Monroe County Dept. of Transportation, 585.753.7729, 2019 - 2021)

Level of Effort

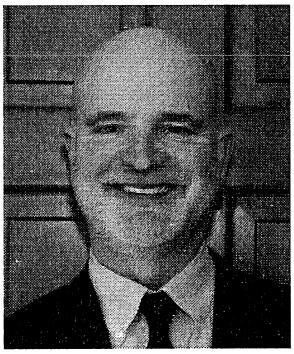
Fisher does not have a lot of projects in construction in Central NY and can dedicate staff to ensuring the success of this project. Our proposed personnel are available and excited to work on this project. Project Manager Al Cowen, P.E. has served as a Project Manager for Oneida County dating back to 1998. He looks forward to continuing to work for the County. We have an experienced pool of locally based inspectors who have indicated a desire to continue to work close to home.

Fee Proposal

Please see the form Appendix H following this section.

Allen Cowen, P.E.

Senior Transportation Manager / Project Manager



P: (585) 334-1310 x504
M: (315) 790-2512
E: acowen@fisherassoc.com

Years of Experience:
38

Education:
BS in Civil & Environmental Engineering, Clarkson University 1985
AS in Engineering Science, Mohawk Valley Community College 1983
AAS in Surveying, Paul Smith's College 1979

Professional Registration:
Professional Engineer: NY #067050

Affiliations:
- New York State Association of Transportation Engineers (NYSATE)
- New York State County Highway Superintendents Association, Inc. (NYSCHSA)
- American Council of Engineering Companies of New York (ACEC)

Certifications Include:
- FHWA-NHI Intersection Safety Workshop, July 2014
- OSHA 10-hour Construction Safety Training Program, February 2013, and February 2002
- Bridge Construction Quality Assurance, October 2006
- Subsurface Investigation & Geotechnical Evaluation, November 2004
- Geosynthetic Applications for Subgrade Improvement & Base Reinforcement, August 2004

Allen Cowen has served as a Project Manager and Project Engineer on many diverse transportation projects. His expertise includes preliminary and final highway design and construction management of highway, bridge, canal, and civil related projects. Al has served in key roles on numerous New York State DOT and locally administered federal aid projects throughout the state. He has served as the Project Manager on over 125 construction projects with a total construction value of over $150M. His responsibilities have included coordinating design and construction inspection projects with clients and subconsultants, developing project scopes, negotiating contract hours, preparing agreements, and scheduling project personnel. He has been the primary author of several design approval documents and is well versed in the preparation of final contract documents and construction management plans.

Project Experience

Oneida County Culvert Replacements, Oneida County, NY: Al was the Construction Inspection Project Manager for the roadside slope stabilization project located along Blossvale Road in Taberg. He was responsible for overseeing the construction of this county declared emergency project. A 200-foot soil nail wall was constructed along the southerly side of Blossvale Road to stabilize the road. Approximately 250 feet of Blossvale Road was reconstructed, drainage improvements were made, and guide railing was reinstalled.

Marcy SUNYPoly Parkway Reconstruction, $4.7M, Oneida County, NY: Al was the Construction Inspection Project Manager for this project that includes maintenance and protection of traffic, full depth asphalt pavement reconstruction, storm sewer installation, large diameter culvert pipe placement, 8" and 24" water main placement, and the construction of two GRES walls that are thirty feet high.

Middle Settlement Road Reconstruction, Phase II; Town of New Hartford, Oneida County, NY: In previous employment, Al was the Project Manager for reconstruction of 0.65 miles of Middle Settlement Road from NYS Route 5 to Clinton Street. Project included an in-depth pavement evaluation which showed pavement reconstruction as the preferred option. Preliminary design included traffic analyses and environmental studies. Project required right-of-way acquisition. The project will provide curb, sidewalk, and closed drainage along Middle Settlement Road. Responsible for oversight of alternative development, design report preparation, and final design.

Houck Road Bridge over Sconondoa Creek Bridge Replacement, Oneida County, NY: In previous employment, Al was the Project Manager for the construction inspection phase for this $0.5M bridge replacement. Responsibilities included recruiting inspection staff, coordinating the project progression with the Chief Inspector, Contractor, County, and design consultant. Houck Road was closed during construction and an offsite detour was utilized to allow the contractor to complete this project in one season. Appia software was utilized for all inspector daily reports, quantity usage, photographs, change orders, and payment applications and records were provided to the County at project completion.

2010 Construction Inspection Services for Oneida County; Oneida County, NY: In previous employment, Al was the Project Manager for term agreement to provide inspection services for bridge and culvert replacement projects throughout the County. Assignments included the rehabilitation of Mapledale Road Bridge over Tiondara Creek, the replacement of Butternut Road Bridge over Six Mile Creek and the slip lining of Walker Road Culvert C3-92.

Timothy Decker
Construction Inspector

Years of Experience

42

Education

A.A.S, Mohawk Valley Community College

Tim is an extremely organized, detail-oriented team member with 42 years of experience managing the bridge and highway reconstruction program for a Central New York Public Works Department. As an Assistant Engineer, he managed all phases of the highway and bridge rehabilitation / replacement program for this Central New York Public Works Department. He reviewed the infrastructure needs and selected projects for rehabilitation / replacement. He compiled and issued requests for proposals for design and construction inspection / supervision services to various consultants. Tim also compiled bid documents, coordinated advertisement and bid openings, performed bid analysis and recommended project award to qualified bidders. During construction, he resolved construction issues with input from contractor, designer and construction inspection / supervision personnel. He developed estimate of quantities and field verify quantities installed to recommend payment for work performed. Tim is well versed in all aspects of highway and bridge design standards.

Project Experience

Oneida County Department of Public Works, Division of Engineering, Oriskany, NY: Assistant Engineer. Tim managed 40+ locally administered Federal / State Aid Highway and Bridge projects (LAFAP) for Oneida County and was involved in all phases of project development, from project selection to final construction. He processed consultant and contractor invoices for services and compiled requests for reimbursement of funds to NYSDOT and implemented a program to manage Federal / State funded projects for several towns within Oneida County. Oneida County would assume the role of project sponsor and act as liaison between the NYSDOT, Town and Consultant. Oneida County would also fund the project on behalf of the Town. He managed 100+ county funded bridge and highway rehabilitation / replacement projects. For the Bridge NY Program, Tim was a member of the regional review committee for selection of projects submitted by various municipalities under the BridgeNY Program. He performed topographic surveys and plot data for use in design development of highway and bridge construction projects. Tim is proficient in the use of Word, Excel, AUTOCAD, and Adobe.

Joseph Cacozza

Construction Inspector – NICET IV

Years of Experience

54 1/2

Education

AAS, Civil Technology, Mohawk Valley Community College, 1971

Joe is a former employee of the New York State Department of Transportation (NYSDOT) with thirty-six years of NYSDOT project experience. In this capacity, Joe provided service a Construction Inspector and as an Engineer-In-Charge for broad range of project assignments, with cost of construction values of up to millions of dollars. Joe is highly experienced and has a well-developed expertise in proper inspection and construction methods for all phases of earthwork (including slurry walls), all forms of drainage, sanitary sewers, water mains, signs, signals, guide rail, concrete pavement, bridges, and asphalt pavement. He has also had substantial field survey experience in support of construction and design projects.

Project Experience (including selected projects from previous employment)

Marcy SUNY Poly Parkway, Oneida County: Joe worked as a Chief Inspector for Fisher Associates from September 2021 through December 2022 on the Marcy SUNY Poly Parkway project for Oneida County. Joe inspected this $5.1M roadway reconstruction project that included the construction of 40-foot high geosynthetic reinforced soil system (GRESS) walls, 1600 feet of 8-inch and 24-inch diameter water mains, and the placement of over 12,500 tons of asphalt pavement. Joe inspected the work to ensure the work was completed in accordance with the plans and specifications, coordinated the work with the County and local residents, measured quantities for payments, developed change orders, processed payment applications, took photographs, and developed as-built drawings. He utilized Appia to efficiently administer this project for the County. (Fisher Associates, 2021 to 2022)

JBS Dirt. $9M (Cree Site work). Joe is the QA/QC inspector for this utility project. Work included inspection and overseeing placement of 175,000 CY of select fill embankment, installation of about 5,000+/- LF of various size culvert pipes with 76 catch basins, 3,000+/- LF of various size sanitary pipes with 15 sanitary manholes including pressure testing of both. Installation of approximately 9,000+/- LF of various size water main, fire protection, PIV's, hydrants, 2 water service buildings with various types and sizes of valves, PRV's, etc. Pressure testing, chlorination, flushing, etc. of the entire system. Inspection and overseeing the construction and paving of assorted roadways and parking lots. Inspection of approximately 450 feet of 25 ft high pre-cast concrete retaining walls. (JBS Dirt, 2020 to 2021)

Mohawk Valley Edge. $7.045M. Joe worked as the Resident Engineer and Sr. Construction Inspector for Phase I of the Marcy SUNY-IT Parkway project, which was for a new 1-mile, 4 lane road, 2 roundabouts, a 1-mile shared path, and 6500' of new sanitary sewer line. He acted as EIC, construction inspector, office engineer, and had another construction inspector working under him. (Bergmann Associates, 2011 to 2012)

NYSTA, Safety Improvement Project, D213753, TAS 08-05. $2.3M. Joe was the Thruway Project Engineer (TPE). Work included new guide rail, stone block paving, slope flattening, culvert extensions, and removal of an existing and building a new emergency U-turn. His duties also required Joe to be an inspector on all phases of this project, as well as the office engineer. (Popli Design Group, 2008 to 2009)

NYSTA, TAS 07-28, D213694 between Little Falls – Herkimer, MP 210.00 – MP 220.00. $7.4M. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, earthwork, guide rail, milling and inlay, and pavement markings. (Barton and Loguidice, 2008)

NYSTA TAS 06-42, D213631 between Herkimer – Utica, MP 220.00 – MP 233.50 and $6.8 million Thruway Project, TAS 06-38, D213584, between Utica – Westmoreland,

MP 233.50 – MP 240.90. $8.5M. Senior Inspector. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, guide rail, milling and inlay, and pavement markings. (Prudent Engineering, LLP, 2007)

NYSTA TAS 06-42, D213631 between Herkimer – Utica, MP 220.00 – MP 233.50. $8.5M. Senior Inspector. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, guide rail, milling and inlay, concrete pavement, and pavement markings. (Prudent Engineering, LLP 2006)

Kenneth Leisenring

Construction Inspector

Years of Experience

36

Education

A.A.S, Civil Engineering Technology, Mohawk Valley Community College, 1987

Kenneth Leisenring has over 36 years of experience working in the construction industry. For the past three years, he has worked for private consultants as a Chief Inspector. Prior to that, Ken spent over 33 years working for the NYS Department of Transportation. At NYSDOT, he served as Regional Construction Computer Added Drafting and Design (CADD) and Survey Coordinator where he coordinated and assigned survey crews, taught CADD to construction personnel and computed areas from CADD for Field Personal. He was also the DOT's Regional Emergency Manager for Construction. In this role he coordinated the assessment of roadways in Region 2 including major storms: 2006 Mohawk Valley Flooding, 2011 Lee and Irene Hurricanes, 2013 Mohawk Valley Flooding, 2017 Stella Snowstorm Response and the 2019 Halloween Flooding. During his tenure at the DOT, he was an Engineer-In-Charge and managed bridge and roadway contracts for over 30 projects.

Project Experience

Route 81 Reconstruction, NYSDOT: Ken worked as a Senior Inspector / QA staff for contract 1 (April 2023 to December 2023)

Reconstruction, Exits 37-39 East Bound, NYSTA: Ken worked as a Chief Inspector on this project. (Popli Design Gtroup, July to September 2022)

Blossvale Road Slope Stabilization, Oneida County: Ken worked as a Chief Inspector for Fisher Associates during the 2022 season and was assigned to oversee the Blossvale Road Slope Stabilization project for Oneida County. Ken inspected the work to ensure the work was completed in accordance with the plans and specifications, coordinated with the work with the County and local residents, measured quantities for payments, developed change orders, processed payment applications, took photographs, and developed as-built drawings. He utilized Appia to efficiently administer this $0.64M project for the County. (Fisher Associates, 2022)

Cashless Tolls, Exit 34A to 48, NYSTA: Ken was the Chief Inspector on this project. (W. Allen Engineering, 2021)

Cashless Tolls, Exit 34A to 48, NYSTA: Ken was the Chief Inspector on this project. (M&J Engineering, 2020)

New York State Department of Transportation, Region 2 (1987 to 2020):

- **Regional Construction Computer Aided Drafting and Design (CADD) and Survey Coordinator**
- **Regional Emergency Manager for Construction**
- **Engineer-in-Charge.** Below are projects he has worked on or has been in charge of:
    - D257198 Replace 3 Culverts on Routes 5 and 8, Towns of Vernon and Bridgewater, Oneida County
    - D254100 Route 46 Pixley Falls (Ava, North Western, Boonville), Oneida County
    - D254429 Route 291 over Mohawk River and Conrail, Oneida County
    - D253091 Route 46 Rome, Oneida County
    - D258964 Route 921W (Champlin), Burrstone Road, Oneida County
    - D252321 Reconstruction on Route 12B – Oriskany Falls and Seven Sites, Oneida, and Madison Counties

- D252556 Reconstruction on Route 69 – West Art. SH 9384, Oneida County
- D500428, Mill Street over Chittenango Creek, Madison County
- D500523 Middle Road Bridge, Oneida, and Madison Counties
- D253381 Fayetteville- Chittenango, Pt 2, Madison County
- D254576 Reconstruction on Route 13 in Cazenovia and Deruyter, Madison County
- D255092 Sealing Joints and Cracks on Various Routes, Various Counties in Region 2
- D256090 Reconstruction on Routes 28N and 20 in Long Lake, Hamilton County
- D256091 Route 5S Bridges over Thruway, Herkimer County
- D256711 Replacement of CR 2 bridge over Brown's Track Inlet, Town of Long Lake, Hamilton County
- D257213 3.5 miles of asphalt concrete Reconstruction, 4 new bridge and 3 new box culverts, Town of Russia, Herkimer County
- D257658 8.5 km of asphalt concrete milling and resurfacing on Route 28, Towns of Newport and Fairfield, Herkimer County
- D257810 8.9 miles of asphalt concrete reconstruction on Route 26, Towns of Ava and Lee, Oneida County
- D258391 Replacement of Route 28 Bridge over Middle Branch of the Moose River and 1.5 asphalt, Herkimer County
- D258941 Route 31 Deruyter, Madison County
- D259445 Region 2 Emergency Response, Various Counties
- D259954 Job Order Contract 5 (Unique), Various Counties
- D259996 Regional Emergency Response, Various Counties
- D260669-C Emergency Response Contract, Various Counties
- D261821 Region Emergency Highway Response (2013 Flooding), Various Counties
- D261322 June/July Flooding (Lee-Irene Flooding), Various Counties
- D262027 Accelerated Bridge Project (13 sites), Various Counties
- D262759 Sand Hill Road Grade Crossing Elimination, Oneida County
- D262929 7 Bridges: 28, 80, 165, 315 – Regions 2/ 9 (Critical Bridges over Water), Various Counties
- D263646 Route 28 Blue Mountain Lake – Indian Lake, Hamilton County
- CIPR Route 10, End Route 10, Montgomery County
- D263901 Where When Debris Removal Contract – Upstate East, Various Counties
- D263877 Bridge Rehabilitation Project 18: Route 8/W. Canada, 29A, 8, 10, Herkimer, Fulton, and Hamilton Counties
- D263942 Route 30/30A Safety Project (Roundabout), Fulton County

David Ward
Construction Inspector

Years of Experience

35

Education

A.A.S, Construction Technology, Herkimer County Community College, 1986

David Ward is an experienced Engineer-In-Charge with attention to Quality and Detail. Experience includes administering all facets of both Bridge and Road Construction Projects. Successful at ensuring compliance with quality standards while minimizing impacts to the community and environment with diligence and fairness. Diverse responsibilities include providing technical expertise, processing payments, record keeping, public relations, personnel manager, and helping correct Construction problems with knowledgeable recommendations. He was a career NYSDOT employee, working in Region 2 for 35 years.

Project Experience

New York State DOT, Region 2, 1987-2022

- Assistant Engineer – Construction (1998-2022): David was an Office Engineer and Regional Change Order Specialist in addition to an Engineer-in-Charge (EIC). He served as an EIC from 2013-2022 where he managed multiple types of projects that included Cold-In-Place Recycling with Hot Mix Asphalt, Bridge Rehabilitation, New Bridge Construction, and Multiple Site Culvert Replacements. Projects ranged from $1 million to $7 million +/-
- Engineering Technician, Senior Engineering Technician, Principal Engineering Technician (1989-1998); David was an EIC on a phased construction new bridge project (1998); EIC on a culvert lining project (1997); and a Field Inspector and Office Engineer on various road reconstruction projects (1989-1996)
- Construction Inspector (1987-1988): David was a construction inspector and worked on a road reconstruction project (1987) and a complete new bridge construction project (1988)

John (Jack) Giedraitis

Construction Inspector

Years of Experience

33

Education

A.A.S, Survey Technology, Mohawk Valley Community College, 1982

Certifications

NICET II, Highway Construction
ACI Concrete Field Technician, Grade 1
NECEPT PennDOT Certified Concrete Field Testing Technician
NECEPT PennDOT Certified Bituminous Field Technician

Mr. Giedraitis has experience as a Civil Projects Inspector/Survey Field Engineer with over 33 years of experience in the construction of highway, bridge, dam, and building projects.

Project Experience

New York State DOT, Region 2, Construction Inspection Term Agreement: Jack worked as a NICET III Inspector for Fisher Associates from May 2020 through November 2022 and was assigned to various NYSDOT Region 2 Bridge projects. He completed work on the $13.8M Route 8 Bridge Replacement over Route 12 during the 2022 season. Jacks' responsibilities included overseeing various operations for this large bridge replacement project, as well as mentoring younger less experienced inspectors who were assigned to the project. (Fisher Associates, 2020-2022)

NICET II Inspector – Various Projects; New York: As a NICET level 2 inspector, worked on an emergency project that required the removal of existing structures and the installation of precast drainage structures, tying into existing pipes, placement of select material, and bringing paving material to 1" of finish grade. Mr. Giedraitis was an inspector on a cold mill paving operation on seven miles of county road, setting up traffic control on a four-lane highway for watermain installation, road cut and replacement for IT conduit installation, and an emergency contract to install eight precast structures over existing storm lines. He was lead inspector on a village roadway improvement which included the inspection of readjustment and rehabilitation of drainage and sanitary structures, micro milling, sidewalks, ADA ramps, asphalt paving of shim course and top course, curb cutting, line striping, placement of signage, and quantifying all items previously mentioned. (Creighton Manning, 2019)

NICET II Inspector – Various Projects; New York: As a NICET level 2 inspector, worked on a county-wide line striping project, a highway rehabilitation project, and a multi-site traffic signal replacement project. The projects required observing, reporting, recording by computer, and when required, testing and calculation of contract pay items which included various configurations of paint lines and use of a GPS unit for measurements, excavation and backfill placement, concrete sidewalk and curb placement (which included ADA ramps), drainage structure and storm line installation, retrieval and analysis of elevation data for curb installation, concrete and rebar placement for traffic signal poles, and traffic signal components (i.e. pull boxes, various types of wire, conduits, signal heads, control cabinets, pedestrian poles). (Bailey Engineers and Constructors, 2018)

TCI 3 Inspector; Pennsylvania: TCI 3 inspector on several PennDOT projects, both new and rehabilitation. Responsibilities included observing, reporting, recording, and when required, testing and calculating contract pay items for the following: Class 1, 2, and 3 type excavation, abutment form work, rebar (certs, placement, and weight calculations), (concrete testing, placement, finishing, curing, and quantity calculations), structural backfill, beam and SIP placement, waterproofing applications, deck machine dry runs, deck depth checks, curing procedures, epoxy deck application, precast bridge deck segment installation and post tensioning of deck segments. 10 M Barrier, electrical conduit, pull boxes, and precast LP installation on a bridge rehabilitation project. Cast-in-place LP installation, junction box placement, installation of conduit and wire (both direct burial and directional boring) for LP bases and traffic signals. Cast-in-place concrete curb and sidewalks, sampling of aggregate and subbase material, placement of pavement drainage, placement of rip-rap and geotechnical fabrics, grading and compaction of subbase and asphalt courses, using MUTCD for M&P on interstate highways and urban locations, guide rail and delineation installation, seeding applications and mulch fabric

installation; wage rate checks and trade certifications, snow plowable pavement marker and lens replacement, rumble strips (MIADS), line stripping, and ADA ramps. (RIG Consulting, Inc., 2014-2018)

Construction Inspector; Pennsylvania: Jack was a Field Engineer/Job Foreman and responsible for starting up projects, directing crews, keeping project quantities, receiving bid quotes, quantity take offs, looking at prospective projects, and helping to bid projects. (Minichi, Inc., 2010)

Construction Inspector; Pennsylvania: Responsible for construction layout and keeping quantities for four bridge projects in eastern Pennsylvania. (Clearwater Construction, Inc, 2009)

Construction Inspector; New York: Inspector on a 2-mile sanitary project where half was gravity feed and the remainder forced main, two pump stations, and 1000 feet of directional boring which included 600 feet under CSX railroad and the Barge Canal. Kept daily reports on labor, equipment, materials, pay items, and job progress. (Hogan Engineering, 2008)

Construction Inspector; Pennsylvania: Jack was a Field Engineer and responsible for calculating and ordering project materials, tracking monthly pay items, directed subcontractors in performance of their work, and additional work items on a $53M road project. Resolved monthly pay quantities with PennDOT and kept an onsite materials inventory. (Glasgow Construction, 2007)

Construction Inspector; Pennsylvania: Jack was the Chief Surveyor and was responsible for the construction layout for a $105M road project at King of Prussia, PA; which included creating the majority of data for road and bridge layout, grade sheets, special work sheets, and directing four survey parties. Taking over layout duties for all structural and site components on a $17M dam for the remaining year and a half of the project and determining all excavation and fill quantities. (Alan A. Meyers, 2001-2007)

Construction Inspector; Pennsylvania: Jack was a Surveyor and Assistant Superintendent. He performed the layout, calculated concrete quantities, scheduled rebar orders, calculated and reported weekly pay quantities, and conferred with PennDOT on pay quantities on a project consisting of five bridges: also, the total layout of three industrial buildings. As assistant superintendent performed plan interpretation, directed work crews, checked layout, and assisted with the setup of 500-600 cubic yard concrete pours at the BARTA bus garage in Reading, PA. (Nyleve Bridge Corp, 1999-2001)

Construction Inspector, Pennsylvania: Jack was a Party Chief and performed layout for highway and structures on $83M highway project in Lancaster, PA. Included was layout for various bridge components, drainage structures, MSE and sound walls, caisson-pile retaining wall, concrete roadway layout, roadway tie-ins and the bent systems for two integral pier bridges. (Balfour-Betty, Inc., 1997-1999)

Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

A. Resident Engineer / Chief Inspector
B. Project Manager
C. Administrative Assistant

Construction documents were prepared by various designers and will be bid under several packages at various times through 2024. Projects may be awarded to a single or multiple Contractors.

1. Group 1 Projects as indicated in Appendix F (H-298) Estimated hours of construction inspection and supervision effort to complete all projects based on a 18-week schedule.				
A. 720 hours @	125	/hour =	$ 90,000	Straight Time
A. 180 Hours @	150	/hour =	$ 27,000	Overtime
B. 180 Hours @	165	/hour =	$ 29,700	Straight Time
C. 90 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 146,700	

2. Group 2 Projects as indicated in Appendix F (H-546) Estimated hours of construction inspection and supervision effort to complete all projects based on a 6-week schedule.				
A. 240 hours @	126.75	/hour =	$ 30,420	Straight Time
A. 60 Hours @	150	/hour =	$ 9,000	Overtime
B. 60 Hours @	165	/hour =	$ 9,900	Straight Time
C. 30 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 49,320	

3. Group 3 Projects as indicated in Appendix F (H-615) Estimated hours of construction inspection and supervision effort to complete all projects based on a 27-week schedule.				
A. 1080 hours @	126.25	/hour =	$ 136,350	Straight Time
A. 270 Hours @	150	/hour =	$ 40,500	Overtime
B. 270 Hours @	165	/hour =	$ 44,550	Straight Time
C. 135 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 221,400	

4. Group 4 Projects as indicated in Appendix F (H-614) Estimated hours of construction inspection and supervision effort to complete all projects based on a 7-week full time schedule and a 6-week part time schedule.				
A. 400 hours @	126.75	/hour =	$ 50,700	Straight Time
A. 70 Hours @	150	/hour =	$ 10,500	Overtime
B. 100 Hours @	165	/hour =	$ 16,500	Straight Time
C. 50 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 77,700	

It is anticipated that Group 4, Project b. (Guide Rail Replacements) will require part time inspection coverage. Field verification of quantities requiring removal and quantities of new items to be installed are key elements requiring inspection.

Appendix A
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-Collusive Bidding Certification. By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

2) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3) The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Fisher Associates, P.E., L.S., L.A., D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Emily Smith, P.E.

Title: Vice President / Director of Transportation

Signature: Emily M. Smith

Date: February 7, 2024
(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By:

Fisher Associates, P.E., L.S., L.A., D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, P.E.

Title: Vice President / Director of Transportation

Signature

Date: February 7, 2024

Appendix C
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Emily M. Smith, P.E.	Vice President / Director of Transportation
Name (Print)	Title
Emily M. Smith	February 7, 2024
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Emily M. Smith, P.E.	Vice President / Director of Transportation
Name (Print)	Title
Emily M. Smith	February 7, 2024
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Exhibit D

(Change Order)

Contract No. ########

Project No. PIN ########

Change Order No. 1

Effective Date Month, Day, Year

CHANGE ORDER

This Change Order modifies the Agreement entered into the X day of Month, Year, between Oneida County ("COUNTY") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("CONSULTANT") as follows:

1. **Change in Services**:
   1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.

2. **Change in time of Performance** (attach schedule if appropriate):
   2.1. No Change.

3. **Change in CONSULTANT's Compensation**:
   3.1. CONSULTANT shall be compensated an additional fee in the amount of $XXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

CONSULTANT

Signature

Daniel Faldzinski, P.E.
Director of Vernon Civil Engineering Services

Date:

Approved

Signature

Robert E. Pronteau
Assistant County Attorney

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

April 1, 2024

FN 20 24-224

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

The enclosed contract is for professional engineering services needed for a project for the replacement of four culverts.

Proposals were solicited from qualified firms to prepare plans and specifications for the following projects:

1. C3-47, East Floyd Road over Slate Creek, Town of Floyd
2. C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy
3. C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford
4. CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield

On December 6, 2023, the Oneida County Board of Acquisition and Contract awarded the enclosed contract to Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C., with a not-to-exceed fee in the amount of $139,424.00. The term of the contract begins upon execution and ends no later than December 31, 2025.

If acceptable, please forward the enclosed contract to the Oneida County Board of Legislators for its consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-15-24

Oneida County Department: Public Works

Competing Proposal	X
Only Respondent	
Sole Source RFP	
Other	

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. 101 Crawfords Corner Road, Suite 3400 Holmdel, New Jersey 07733
Title of Activity of Service:	Engineering Services Four (4) County Culvert Replacements
Proposed Dates of Operation:	Start on Execution – 12/31/2025
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

This contract is for engineering services needed to prepare plans and specifications for the following culvert replacement projects:

1. C3-47, East Floyd Road over Slate Creek, Town of Floyd
2. C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy
3. C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford
4. CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-DPW-020
Total Funding Requested:	$139,424.00
Oneida County Dept. Funding Recommendation:	$139,424.00

Proposed Funding Sources		
	Federal:	$0.00
	State:	$0.00
	County:	$139,424.00
	Other:	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement ("Agreement"), effective upon the date of its full execution ("Effective Date"), is by and between the County of Oneida ("County"), a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501, and Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C., ("Consultant"), a New Jersey professional corporation with its principal place of business at 101 Crawfords Corner Road, Suite 3400, Holmdel, New Jersey 07733. The County and the Consultant are each a "Party" and together, the "Parties."

WITNESSETH:

WHEREAS, the County requires consulting services to assist in preparing detailed plans and specifications for the rehabilitation of several structures, including Structure C3-47, East Floyd Road over Slate Creek, Town of Floyd; Structure C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy; Structure C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford; and Structure CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield; and the County issued a request for proposals ("RFP") seeking such services, a copy of which is annexed as Attachment B; and

WHEREAS, the Consultant submitted a proposal to provide plans and specifications for the rehabilitation of the structures ("Proposal"), and a copy of its Proposal is annexed as Attachment C; and

WHEREAS, the County wishes to retain the Consultant to provide engineering services for certain of the structures, and the Consultant wishes to provide such services in exchange for payment;

NOW, THEREFORE, for the consideration hereinafter set forth, the sufficiency of which the Parties acknowledge, it is mutually agreed as follows.

1. **SERVICES**

1.1. The Consultant shall provide the services described in the RFP and the Proposal for the following structures (each a "Structure" and collectively, the "Structures"): (a) Structure C3-47, East Floyd Road over Slate Creek, Town of Floyd; (b) Structure C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy; (c) Structure C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford; and (d) Structure CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield (collectively, the "Services").

1.2. The Consultant shall not provide the Services for any Structure until the County first issues the Consultant a Notice to Proceed for such Structure.

2. **TERM**

2.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the completion of the Services or December 31, 2025, whichever is earlier.

3. **NOTICES TO PROCEED**

3.1. The Notices to Proceed shall be in the form of a letter signed by the County authorizing the Services for the Structures described herein. No Services shall commence for a Structure until a Notice to Proceed is issued for such Structure and the County shall have no obligation to compensate the Consultant for any fees or costs incurred with respect to a Structure before the Notice to Proceed is issued.

4. **COMPENSATION**

4.1. For providing the Services, the County shall pay the Consultant a not-to-exceed fee of One Hundred Thirty-Nine Thousand Four Hundred Twenty-Four Dollars and Zero Cents ($139,424.00) (the "Payment"). The Payment shall be allocated for Services for each Structure as follows:

4.1.1. Structure C3-47, East Floyd Road over Slate Creek, Town of Floyd, Thirty-Four Thousand Eight Hundred Fifty-Six Dollars and Zero Cents ($34,856.00);

4.1.2. Structure C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy, Thirty-Four Thousand Eight Hundred Fifty-Six Dollars and Zero Cents ($34,856.00);

4.1.3. Structure C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford, Thirty-Four Thousand Eight Hundred Fifty-Six Dollars and Zero Cents ($34,856.00); and

4.1.4. Structure CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield, Thirty-Four Thousand Eight Hundred Fifty-Six Dollars and Zero Cents ($34,856.00).

4.2. Payment shall be made on the basis of Services completed and billed in accordance with the Proposal.

4.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

4.4. In case of changes affecting project scope resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County of the identified changes and advise the County of the recommended solution. Services shall

not be performed on such changes without prior written authorization of the County. Payments for additional services performed shall be agreed upon in writing prior to commencement of such additional services and payment for such additional services shall be made based on the percentage of services completed and/or on completion of major tasks.

4.5. The County may withhold payment due to the Consultant's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including but not limited to (1) defective Services, (2) third party claims, (3) failure of the Consultant to pay its subconsultants, or (4) damage to County. The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement, and recover any remaining costs from the Consultant.

4.6. It is understood and agreed that the Consultant shall not be entitled to payment for any costs incurred prior to the issuance of a Notice to Proceed or following the termination date of this Agreement.

5. EXECUTORY OR NON-APPROPRIATION CLAUSE

5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for the completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Consultant by certified mail. In such an event the Consultant shall receive payment for costs actually incurred prior to termination and shall not receive actual or consequential damages as a result of termination.

6. SCOPE OF SERVICES

6.1. The Consultant shall provide the Services, as defined herein.

6.2. The Consultant shall furnish all equipment, materials, and/or supplies necessary for the performance of Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

7. PERFORMANCE OF SERVICES

7.1. The Consultant affirms that it does not have any financial interest or conflict of interest that would prevent the Consultant from providing unbiased, impartial service under this Agreement.

7.2. The Consultant's Services shall be performed, completed and submitted with professional care and in accordance with industry standards.

7.3. It is understood and agreed that the Consultant has the professional skills necessary to perform the work agreed to be performed under this Agreement and that the County relies upon the professional skills of the Consultant to do and perform the Consultant's duties.

7.4. The Consultant agrees to maintain in confidence and not disclose to any person or entity, without the County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of the County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

7.5. The Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform said Services in a professional and competent manner.

7.6. The Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

7.7. The Consultant is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

7.8. The Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind the County, or create obligations on the part of the County, without the prior written authorization of the County.

7.9. The Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. The Consultant agrees to diligently perform the Services to be provided under this Agreement.

7.10. The Consultant shall immediately notify the County in writing of any difficulty in complying with requirements of this Agreement.

8. **NON-ASSIGNMENT**

8.1. In compliance with New York General Municipal Law Section 109, the Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the County.

9. **SUBCONTRACTS**

9.1. A subconsultant is a person who has an agreement with the Consultant to perform any of the Services.

9.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to perform any portion of the Services.

9.3. Agreements between the Consultant and the subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. The Consultant shall be solely responsible and shall remain liable for the performance of the Services.

10. **PROJECT MANAGERS**

10.1. The County designates the Commissioner of Public Works as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to the Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event the County wishes to change its representative, the Consultant will be notified in writing.

10.2. The Consultant designates Matthew Patterson as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in the Consultant designated personnel or subconsultant shall be subject to approval by the Project Manager for the County.

11. **NOTICES**

11.1. Any notice to the County may be delivered personally or sent by United States mail, postage prepaid to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished by the County in writing.

11.2. Any notice to the Consultant may be delivered personally or sent by United States mail, postage prepaid, to the Consultant at the address first written for the Consultant above, or at such other address as last furnished by the Consultant writing.

12. **INDEPENDENT CONTRACTOR STATUS**

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include the Consultant and its subconsultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to the County shall be that of an independent contractor. The

Independent Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to the Consultant shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the Consultant as a result of the County not making such payments or withholdings.

13. ASSUMPTION OF RISK AND INDEMNIFICATION

13.1. The Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of the Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon the County.

13.2. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant or any claims of a third party) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to: (a) the risks it assumes under this Section, (b) the Consultant's or its subconsultant's performance of the Agreement, (c) intentional or negligent acts or omissions of the Consultant, its officers, subconsultants, employees, or agents, or (d) the Consultant's and/or its subconsultant's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-

claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release the Consultant from its obligations under this Section. The enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk by the Consultant is absolute.

14. **INSURANCE REQUIREMENTS**

14.1. The Consultant shall purchase and maintain, and shall require any subconsultant to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.1.1. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. The Consultant shall maintain said CGL coverage for itself and the additional insured for the duration of this Agreement, and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

14.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.1.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

14.1.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary

and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

14.1.5. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim and at least Two Million Dollars ($2,000,000) in the aggregate.

14.2. The Consultant waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent those damages are covered by insurance maintained per requirements stated above.

14.3. The County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to the County. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. The Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Consultant shall not establish or permit any such

practice(s) of discrimination with reference to this Agreement or any part thereof.

16. **BREACH**

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate.

16.1.2. If any representation or warranty made by the Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If the Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.

16.1.4. If the Consultant assigns its rights and duties under this Agreement without written consent of the County.

16.1.5. The County shall review the Consultant's performance. If it is found the Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected, then this will be cause for Agreement termination.

16.1.6. If default shall be made by the Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any attachments or amendments.

16.2. If the Consultant breaches this Agreement, the County may declare the Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, the County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, the Consultant agrees to reimburse the County for all costs, expenses and damages incurred by the County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this

Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. **TERMINATION**

17.1. This Agreement may be terminated by the County immediately for cause, or for any reason or no reason upon ten (10) days written notice to the Consultant.

17.2. This Agreement may be terminated by the Consultant upon ten (10) days written notice to the County only in the event of substantial failure by the County to fulfill its obligations under this Agreement through no fault of the Consultant.

17.3. If this Agreement is terminated, the Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that the County may condition payment of such compensation upon the Consultant's delivery to the County of any and all documents, photographs, computer software, files, and other materials provided to the Consultant or prepared by the Consultant for the County in connection with this Agreement. Payment by the County for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which the Consultant is entitled in the event of termination of this Agreement and the Consultant shall be entitled to no other compensation or damages and expressly waives same.

18. **DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS**

18.1. Original and generated computer files, diskettes, drawings and specification manuscripts are to remain the property of the County whether or not the project is completed. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County. The County's use of this data for purposes other than originally intended without written verification or adoption by the Consultant shall be at the County's sole risk.

19. **ADDENDUM**

19.1. The Consultant shall comply with Attachment A, the Addendum - Standard Oneida County Conditions, attached hereto and incorporated herein.

20. **NON-WAIVER**

20.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver

by either of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

21. **CHOICE OF LAW/FORUM**

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of laws principles.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. **ORDER OF PRECEDENCE**

22.1. In case of conflicts between the provisions of this Agreement and the , or between the attachments, the following order of precedence shall control:

22.1.1. Attachment A - Addendum

22.1.2. Attachment D – Change Order, in reverse chronological

order *22.1.3.* This Agreement

22.1.4. Attachment B - RFP

22.1.5. Attachment C - Proposal

23. **SUCCESSORS AND ASSIGNS**

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and permitted assigns.

24. **SEVERABILITY**

24.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

25. **ENTIRE AGREEMENT**

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. **AUTHORITY TO ACT/SIGN**

26.1. The Consultant's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder.

The execution and delivery by the Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Consultant; no other action on the part of the Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

27. **ADVICE OF COUNSEL**

27.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

28. **COUNTERPARTS**

28.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have set their hands.

COUNTY OF ONEIDA

_____

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

COLLIERS ENGINEERING & DESIGN, ARCHITECTURE, LANDSCAPE ARCHITECTURE, SURVEYING, CT P.C.

_____

Brett Reynolds, P.E.
Principal

Date: 4/11/24

Approved:

_____

Andrew Dean, Assistant County Attorney - Administration

STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

    i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

    ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible,

extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions

of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

    i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

    ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

    i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Oneida County Department of Public Works

Division of Engineering
5999 Judd Road, Oriskany, New York 13424

Request for Proposal

PROFESSIONAL CONSULTING DESIGN SERVICES
FOR

1. **REPLACEMENT OF STRUCTURE C4-42, BARTLETT ROAD OVER TRIBUTARY OF MOHAWK RIVER, ROME**
2. **REPLACEMENT OF STRUCTURE C3-47, EAST FLOYD ROAD OVER SLATE CREEK, FLOYD**
3. **REPLACEMENT OF STRUCTURE C5-91, TRENTON ROAD OVER TRIBUTARY OF REALL CREEK, MARCY**
4. **REPLACEMENT OF STRUCTURE C6-9, BURNHAM ROAD OVER WATERMAN'S BROOK, MARSHALL**
5. **A: REPLACEMENT OF STRUCTURE C2-70A, TABERG ROAD OVER TRIBUTARY OF COBB BROOK, FLORENCE**
   B: REPLACEMENT OF STRUCTURE C7-67A, EMPEYVILLE ROAD OVER TRIBUTARY OF COBB BROOK, FLORENCE
6. **REPLACEMENT OF STRUCTURE C1A-20, MOHAWK STREET OVER CHAPMAN CREEK, NEW HARTFORD**
7. **REPLACEMENT OF STRUCTURE C4-76, WEBSTER HILL ROAD OVER TRIBUTARY OF MOHAWK RIVER, WESTERN**
8. **REPLACEMENT OF STRUCTURE C3-76, WEBSTER HILL ROAD OVER TRIBUTARY OF HAYNES BROOK, WESTERN**
9. **REPLACEMENT OF STRUCTURE C1-54A, VIENNA ROAD OVER TRIBUTARY OF FISH CREEK, VIENNA**
10. **REPLACEMENT OF STRUCTURE C9-32, KIRKLAND AVE OVER TRIBUTARY OF ORISKANY CREEK, KIRKLAND**
11. **REPLACEMENT OF STRUCTURE CX-67, POINT ROCK ROAD OVER TRIBUTARY OF EAST BRANCH OF FISH CREEK, LEE**
12. **REPLACEMENT OF STRUCTURE CX-92, WALKER ROAD OVER TRIBUTARY OF REALL CREEK, DEERFIELD**

October 2023

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING DESIGN SERVICES

1. Introduction

1.1. The County of Oneida (the "County") is soliciting a proposal for Professional Consulting Design Services defined in Section 2. Project Description and Section 3. Scope of Services.

1.2. Proposal must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a USB flash drive to:

Nicholas P. DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

1.3. Proposal is due at the above address no later than 2:00 p.m. on November 22, 2023.

1.4. Questions relating to this RFP should be directed to Jason Swistak at (315) 793-6240/ jswistak@ocgov.net or Nicholas DiGennaro at 315-793-6233/ ndigennaro@ocgov.net no later than 2:00 p.m. on November 15, 2023.

1.5. Site visits should be coordinated with Jason Swistak.

2. Project Description

2.1. The following structures will be replaced as noted herein.

2.1.1. **Structure C4-42, Bartlett Road Over Tributary of Mohawk River, City of Rome.**

2.1.1.1. The existing structure is a 6 ft. Corrugated Metal Pipe.

2.1.1.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.2. **Structure C3-47, East Floyd Road Over Slate Creek, Town of Floyd.**

2.1.2.1. The existing structure is a 5 ft. x 5ft. Cast-in-place concrete box culvert.

2.1.2.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.3. **Structure C5-91, Trenton Road Over Tributary of Reall Creek, Town of Marcy.**

2.1.3.1. The existing structure is a 5 ft. x 4 ft. Cast-in-place concrete box culvert that turns down on a 45° angle to the outlet.

2.1.3.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert with grouted rip-rap embankment.

2.1.4. **Structure C6-9, Burnham Road over Waterman's Brook, Town of Marshall.**

2.1.4.1. The existing structure is a 4 ft. diameter riveted boiler pipe.

2.1.4.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.5. **A: Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence**

B: Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Town of Florence

2.1.5.1. A: The existing structure consists of 2 - 36" corrugated metal pipes with no separation.

B: The existing structure consists of 2 - 30" steel pipes with minimal separation.

2.1.5.2. A hydraulic analysis will be required, and it is anticipated that the new structures will be precast concrete box culverts.

2.1.6. **Structure C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford**

2.1.6.1. The existing structure consists of a 4.5 ft. corrugated metal pipe with a mid-line drop inlet.

2.1.6.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.7. **Structure C4-76, Webster Hill Road over Tributary of Mohawk River, Town of Western**

2.1.7.1. The existing structure consists of a 4 ft. x 5'-3" box culvert.

2.1.7.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.8. **Structure C3-76, Webster Hill Road over Tributary of Haynes Brook, Town of Western**

2.1.8.1. The existing structure consists of a 4 ft. x 5'-3" box culvert.

2.1.8.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert. It is also anticipated that this structure will require a realignment to eliminate the concrete retaining wall.

2.1.9. **Structure C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna**

2.1.9.1. The existing structure consists of a 6'-10" x 5'-0" corrugated metal plate arch pipe.

2.1.9.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.10. **Structure C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland**

2.1.10.1. The existing structure consists of a 5 ft. x 4 ft. box culvert with an arch top.

2.1.10.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.11. **Structure CX-67, Point Rock Road over Tributary of East Branch of Fish Creek, Town of Lee**

2.1.11.1. The existing structure consists of a 4 ft. (RCP) Reinforced Concrete Pipe.

2.1.11.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert.

2.1.12. **Structure CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield**

2.1.12.1. The existing structure consists of a 30" corrugated metal pipe then a 4 ft. x 5ft. box culvert.

2.1.12.2. A hydraulic analysis will be required, and it is anticipated that the new structure will be a precast concrete box culvert. This project will also include roadside embankment restoration to the west. Limits of the embankment restoration are 43.16302, -75.15939.

2.2. All structures meeting the stream classification criteria are anticipated to be designed per USACE/NYSDEC stream crossing design standards (e.g., Aquatic Organism Passage). Below is a table that is based on and references the NYSDEC Environmental Resource Mapper

Structure ID	STANDARD	CLASSIFICATION	REGULATION
Structure C4-42	-----	-----	-----
Structure C3-47	C	C	876-545
Structure C5-91	C	C	876-435
Structure C6-9	C	C	876-488
Structure C2-70A	C(T)	C	899-132
Structure C7-67A	C(T)	C	899-132
Structure C1A-20	B	B	875-20
Structure C4-76	A(T)	A	876-603
Structure C3-76	A(T)	A	876-603
Structure C1-54A	-----	-----	-----
Structure C9-32	-----	-----	-----
Structure CX-67	C(TS)	C	899-113.1
Structure CX-92	C	C	876-435

3. Scope of Services

3.1. This RFP will be treated as 12 individual projects for the 13 locations. Structures C2-70A and C7-67A will be combined into a single project due to their proximity.

3.2. Consultant shall design a complete project suited to the location, along with appropriate approaches, if required. The Consultant will be responsible for designing the most cost effective, and functional system.

3.3. The Consultant shall be required to prepare separate site-specific plans, cost estimates, and bid specifications for the projects, as described in Section 2, Project Description, and as directed by the County.

3.4. Plans and bid specifications shall be prepared in accordance with applicable New York State Department of Transportation and AASHTO guidelines.

3.5. Work shall include preparation of plans, cost estimates, and bid specifications for all related work as well as all field surveys, and tests necessary for a complete project design.

3.6. The Consultant shall be responsible for preparing and securing a joint NYSDEC/ACOE permit for all structure replacements. The County shall pay all permit fees when applicable.

3.7. Consultant shall be responsible for preparing and securing necessary contract documentation as required by New York State Department of Transportation guidelines (i.e., equal employment opportunity guidelines, etc.) when necessary.

3.8. Plans and specifications shall be ready for bid no later than 90 days after execution of an Agreement for Consultant Services and a written or verbal notice to proceed from the County project manager.

3.9. Work shall be completed in accordance with the following criteria. The most current editions of the following reference manuals shall prevail:

3.9.1. NYSDOT:

3.9.1.1. HS-25 Live Load Rating

3.9.1.2. The Environmental Manual

3.9.1.3. Standard Specifications for Construction and Materials

3.9.1.4. Highway Design Manual - Volume 1, 2 and 3

3.9.1.5. Manual of Uniform Traffic Control Devices

3.9.1.6. Policy on Geometrics of Structures

3.9.1.7. Standard Specifications for Highway Bridges

3.9.1.8. Standard Details for Highway Bridges

3.9.1.9. Engineering Instructions / Bulletins

3.9.2. AASHTO:

3.9.2.1. Standard Specifications for Highway Bridges

3.9.2.2. Policy on Geometric Design of Highways and Streets

3.9.3. Any other applicable NYSDOT or AASHTO guideline.

3.10. Generate formal minutes for all meetings. Minutes shall be distributed to the County and all other parties involved.

3.11. Consultant Services shall be divided into the following sequential phases:

3.11.1. Implementation

3.11.1.1. Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope.

3.11.1.2. Inspect site and review existing data available for project development.

3.11.1.3. Analyze various design alternatives with regards to cost and schedule. Submit results to the County for review and selection.

3.11.2. Design Development

3.11.2.1. Verify design alternative selected by the County.

3.11.2.2. Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.

3.11.2.3. Review and incorporate comments and revisions into design.

3.11.2.4. Provide a detailed statement of probable construction cost.

3.11.3. Comments, Revisions and Final Review

3.11.3.1. Submit drawings and specifications for approval to all agencies concerned, including, but not limited to, County and governing New York State permitting agencies.

3.11.3.2. Review and incorporate comments and revisions into design.

3.11.3.3. Provide a detailed statement of individual probable construction cost.

3.11.3.4. Provide all information generated during design development. Include, as a minimum, all hand calculations and computer program outputs (hydraulic analysis, etc.), subsurface information, bearing capacity analysis, and ASCII survey coordinate file.

3.11.4. Bid Documents

3.11.4.1. It is understood that NOT all these projects will be let for the 2025 construction season. Projects not let in 2025 will be shelved until construction funds are secured. In the event that shelved projects need to be updated/refreshed, the

design consultant shall be required to update bid documents as required by the County. The cost for these services shall be funded through a contingency fund of Five Thousand Dollars ($5,000.00), for each project site. This contingency fund shall be included in the proposed fee.

3.11.4.2. Prepare final individual site-specific design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.

3.11.4.3. Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.

3.11.4.4. Provide PDF files containing entire bid document (plans and specifications), for each Project.

3.11.5. Public Bidding

3.11.5.1. The County shall reproduce and distribute all construction documents.

3.11.5.2. Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.

3.11.5.3. Review bids submitted by contractors and forward recommendation to the County.

3.11.6. Construction Phase

3.11.6.1. All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract, the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review and approval, and provide additional services when requested. The cost for these services shall be funded through a contingency fund of Five Thousand Dollars ($5,000.00), for each project site. This contingency fund shall be included in the proposed fee. The Consultant shall provide a schedule defining hourly rates for each individual assigned to the Project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Consultant shall provide this information on a separate sheet titled "Schedule A".

3.11.7. "Record" Drawings

3.11.7.1. Upon completion of the Project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.

3.11.7.2. Revise original drawings and specifications to accurately depict the "as-built" condition of the Project.

3.11.7.3. Deliver to the County electronic copies of "as-built" drawings in Adobe PDF format.

4. Terms and Conditions

4.1. The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.2. The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.3. Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.4. Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

4.5. Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.6. The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.7. Consultant shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A**.

4.8. Consultant shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B.**

4.9. Consultant shall comply with and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy, attached hereto as **Appendix C.**

4.10. Consultant shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D.**

4.11. **Appendix E** shall become part of any contract, resulting from this proposal, between Consultant and County.

5. **Payment for Services**

5.1. Consultant shall invoice County monthly for services rendered.

5.2. Payment shall be based on established hourly billing rates.

5.3. Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

6. **Indemnification**

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. **Insurance Requirements**

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and at least Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall

cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and at least Two Million Dollars ($2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella polices to include the County as an additional insured on a primary and non-contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. **Independent Contractor Status**

8.1. For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

8.2. The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9. **Document Reproduction and Ownership of Original Drawings and Manuscripts**

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. **Choice of Law**

10.1. The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. **Submittal Requirements**

11.1. Cover page (one page).

11.2. List of sub-consultants (one page).

11.3. Signed **Appendix A** – Non-Collusion Certification

11.4. Signed **Appendix B**– Iran Divestment Act Certification

11.5. Signed **Appendix C** – Recycling and Solid Waste Certification

11.6. Signed **Appendix D** – Statement on Sexual Harassment

11.7. Completed **Appendix F** – Fee Proposal

11.8. Billable hourly rate schedule including sub-consultants.

12. **Special Requirements**

12.1. The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub-consultants.

13. **Responsibility of Consultant**

13.1. If it is found that Consultant is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected, and any contract(s) entered into may be terminated immediately upon notice without penalty.

Appendix A
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

§103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State.

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:
Non-collusive Bidding Certification.

(a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

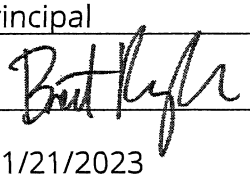
This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.
(Legal Name of Person, Firm or Corporation)

Name: Brett Reynolds, PE

Title: Principal

Signature: 

Date: 11/21/2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

(Legal Name of Person, Firm or Corporation)

Name: Brett Reynolds, PE

Title: Principal

Signature:

Date: 11/21/2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix C

Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

(Legal Name of Person, Firm or Corporation)

Name: Brett Reynolds, PE

Title: Principal

Signature: Brett Reynolds

Date: 11/21/2023

(SIGN AND RETURN WITH PROPOSAL)

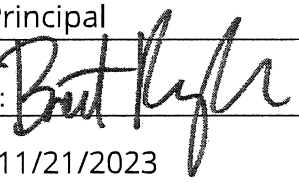
Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By
Colliers Engineering & Design, Architecture,
Landscape Architecture, Surveying, CT P.C.
(Legal Name of Person, Firm or Corporation)

Name: Brett Reynolds, PE

Title: Principal

Signature: 

Date: 11/21/2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix E
ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.
    a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.
    a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.
    a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
        i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
        ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code)

_____

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:'

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

A. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as

to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

    a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

    b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

    a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

    b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

    a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

    b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

    a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall

maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

b. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

a. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default,

d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Appendix F
Proposals Form

Please be sure to include two (2) $5,000.00 contingency funds ($10,000 total), for each project site (as described in section 3.11.6.1 and 3.11.6.1). In case of conflict between the prices, the price written in words will control.

We submit the following fee proposal for Engineering Design Services for:

1. **Replacement of Structure C4-42, Bartlett Road over Tributary of Mohawk River, City of Rome.**
   Lat. 43.18202 Lon. -75.43034

_____ _____
Total Price Written in Numbers Total Price Written in Words

2. **Replacement of Structure C3-47, East Floyd Road over Slate Creek, Town of Floyd.**
   Lat. 43.25291 Lon. -75.35416

_____ _____
Total Price Written in Numbers Total Price Written in Words

3. **Replacement of Structure C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy.**
   Lat. 43.16341 Lon. -75.20975

_____ _____
Total Price Written in Numbers Total Price Written in Words

4. **Replacement of Structure C6-9, Burnham Road over Waterman's Brook, Town of Marshall.**
   Lat. 42.97556 Lon. -75.42333

_____ _____
Total Price Written in Numbers Total Price Written in Words

5. **A: Replacement of Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence.**
   Lat. 43.38472 Lon. -75.69889

   B: Replacement of Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Town of Florence.
   Lat. 43.38552 Lon. -75.69940

_____ _____
Total Price Written in Numbers Total Price Written in Words

6. **Replacement of Structure C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford.**
   Lat. 43.04944 Lon. -75.24306

_____ _____
Total Price Written in Numbers Total Price Written in Words

7. **Replacement of Structure C4-76, Webster Hill Road over Tributary of Mohawk River, Town of Western.**
   Lat. 43.36486 Lon. -75.40717

_____ _____
Total Price Written in Numbers Total Price Written in Words

8. **Replacement of Structure C3-76, Webster Hill Road over Tributary of Haynes Brook, Town of Western.**
   Lat. 43.38930 Lon. -75.41668

_____ _____
Total Price Written in Numbers Total Price Written in Words

9. **Replacement of Structure C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna.**
   Lat. 43.21450 Lon. -75.71879

_____ _____
Total Price Written in Numbers Total Price Written in Words

10. **Replacement of Structure C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland.**
    Lat. 43.07597 Lon. -75.37637

_____ _____
Total Price Written in Numbers Total Price Written in Words

11. **Replacement of Structure CX-67, Point Rock Road over Tributary of East Branch of Fish Creek, Town of Lee.**
    Lat. 43.37775 Lon. -75.54921

_____ _____
Total Price Written in Numbers Total Price Written in Words

12. **Replacement of Structure CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield.**
    Lat. 43.16297 Lon. -75.15650

_____ _____
Total Price Written in Numbers Total Price Written in Words

By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Legal Name of Persons, Firm or Corporation	Address
Signature	Name and Title
Date	

18 Corporate Woods Boulevard, Suite 400 Albany New York 12211
Main: 518 459 3252

Colliers
Engineering
& Design

VIA Email
November 22, 2023

Nicholas P. DiGennaro, PE, CFM
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, NY 13424

2024 Culvert Replacement Projects
Various Municipalities - Oneida County, NY
Colliers Engineering & Design Proposal No.: 23014120P

Dear Mr. DiGennaro,

Colliers Engineering & Design CT, P.C. (CED) is very pleased to provide our qualifications to Oneida County DPW for the above referenced design opportunities. We believe that CED has assembled a highly qualified team of professionals that will provide your agency with the right combination of experience, technical knowledge, and familiarity with state and local agencies, which will all contribute to the successful completion of this project.

Fee:

We believe the required data collection, documentation & field work, design services (including plan and bid document preparation) and permitting work can be accomplished for an Overall Lump Sum fee of $**453,128**. Please see ***RFP Appendix F Bid form*** for individual cost breakdowns.

Please see attached RFP Appendix A-D & F, clarifications, exclusions, and our pricing information.

Schedule:

Data collection, documentation & fieldwork can begin within 3 weeks of a signed contract if weather permits. We may need to discuss wetland calendar windows and overall project schedule at the kick-off meeting if awarded. Preliminary conceptual engineering for 3 culvert will be ready for review by Oneida County within 45 days of completed survey and field due diligence (weather depending), with the balance staggered in 3 culvert submission with similar time frames. Final plans will be assembled within the County's desired goals after their review of the preliminary deliverables.

We very much appreciate the opportunity to provide our qualifications for this project. If you have any questions or need further clarification, please feel free to reach out to me at 518-459-3252, Daniel.farnan@collierseng.com.

Sincerely,
Colliers Engineering & Design CT, P.C.
(DBA Maser Consulting Engineering & Land Surveying)

Daniel Farnan, PE
Sr. Project Manager

Bergmann has joined Colliers Engineering & Design

18 Computer Drive East
Suite 203
Albany New York 12205
Main: 877 627 3772

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Scope of Services

Colliers Engineering & Design Architecture, Landscape Architecture, Surveying, CT, P.C. (CED) fully understands that the objective of the 2023 Culvert Design Services, is to replace the identified culverts listed in the proposal in a cost-effective, expeditious manner. CED plans to address/implement the scope of work as follows:

Survey and Mapping: CED will perform a topographic survey of the area for each culvert project as described: fifty (50) foot radius from upstream/downstream ends of the culvert out, one hundred (100) feet along each approach, and ten (10) feet of the edge of pavement for the entire length to ensure location of edge of woods and the bottom/top of roadside embankments. CED will use the current Existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc.; the guidelines of the New York State Education Department and the State Board of Engineers and Land Surveyors.

Our office will prepare a topographic survey map that is a graphic pictorial representation of existing site features observed at the time of the field survey such as signage, roadways, driveways, retaining walls, fences, individual trees in open areas, and utility hardware. Limits of wooded areas will be depicted based on the approximate dripline, but individual trees within wooded areas will not be surveyed. The topographic map will depict existing spot elevations and contours at a one-(1) foot contour interval. GPS surveying techniques will be used to control the survey with the resulting horizontal datum being New York State Plane Coordinate System NAD83 and the vertical datum being North American Vertical Datum NAVD88.

Visible and accessible utilities and/or utility structures within the survey limits as described above will be surveyed and shown on the plan to include rim, grate and invert elevations, and pipe sizes entering and/or exiting the structures. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Colliers Engineering & Design field survey personnel without the need for additional safety measures and/or assistance with making pipes visible, open and clear for inspection and measuring.

We will survey visible evidence of existing utilities within the survey limits, but may not be able to confirm the existence, or actual position of all underground utilities which may be running through or servicing the subject property.

Traffic safety protection for field survey crew and cleaning of clogged or obstructed drain and sewer structures is not included in the fee for this survey. If it is determined that safety protection is required for any of the survey services performed under this contract, we will advise you of the approximate cost prior to moving forward. Such additional cost would be invoiced as a reimbursable expense pursuant to prior authorization.

The final deliverable will be a maximum of two (2) hardcopies signed and sealed by a New York Professional Licensed Land Surveyor, and an electronic file copy in Adobe pdf format. Draft deliverables will be in form of electronic file Adobe pdf format.

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Subsurface (geotech) Exploration: Due to time constraints, and anticipated culvert replacement types (four-sided, pipe arch, or complete geometrical structure) we will anticipate a conservative bearing capacity of the existing site. In addition, anticipated schedules/budgets would likely not allow the borings to be completed. For the purposes of this proposal, we will assume that this task is not included, but if it becomes necessary at a later date (due to unforeseen circumstances, or different culvert types) we will revisit at a later date for the individual sites.

Hydrologic and Hydraulic Analysis: As an extension of the original conceptual analysis', CED will review the drainage area, and come up with verification/check designs to verify that the most appropriate hydraulic designs, including the increases to flows per NYSDOT storm hardening criteria. It is assumed that each culvert will be initially reviewed with Streamstats (USGS) and analyzed by HEC-HMS to determine the most prudent hydraulic design.

Final Design and Analysis: CED will review the proposed potential structure types and provide preliminary recommendations to Oneida County for concurrence. Due to anticipated future permitting/DEC involvement, it is assumed that the existing span will need to be increased. Stream sizing of the culvert span would require the "1.25x" beyond OHW width. Based on similar span culverts (generally speaking) for other clients, the most cost-effective solutions will be:

INDEX OF SHEETS

1. COVER SHEET
2. GENERAL NOTES, QUANTITIES, & SECTIONS
3. GENERAL PLAN
4. GRADING AND EROSION CONTROL PLAN*
5. EROSION AND SEDIMENT CONTROL DETAILS
6. CULVERT PLAN, ELEVATION, AND SECTIONS
7. CONSTRUCTION DETAILS

*Plan may not be required if work is minor in nature

Figure 1 – Anticipated Drawing List

- **Four-sided Precast Box Culvert:** This alternative would be able to span the anticipated spans, while providing structural capacity required. This alternative would also provide an oversizing option to account for natural stream fill. In addition, headwalls and adjacent wingwalls are easily adaptable.
- **Steel/Aluminum/HDPE Culverts:** These alternatives would be utilized for smaller culvert replacements. In addition, this would provide "off the shelf" construction, where no site-specific design would be required. Specialty lifting equipment is also not required.

All the prior steps will be reviewed with the County, and a consensus will be made by the project Team to move to Final Plans. Figure 1 shows that anticipated plans to be completed for the project. Note that a few plans were added in addition to County list, which will account for constructability for contractor as well as potential future permitting.

Cost Estimating: For the purposes of this proposal, we anticipate utilizing NYSDOT Estimator program, which utilizes the most recent weighted average bids for the final design estimate.

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Assumptions/Clarification:

- **Standards & Specifications** – The project shall be designed in accordance with current NYSDOT Bridge Design Manual and constructed in accordance with current NYSDOT Standard Specifications for Construction and Materials. Unless stated otherwise herein, any service not specifically requested with the County's RFP is excluded;
- It is assumed that schedule or fee may be adjusted if wetlands can't be completed prior to field survey due to weather conditions or time of year restrictions.
- Unless stated otherwise herein, any service not specifically requested with the County's RFP is excluded;
- Only one (1) site visit by engineering will be conducted.
- We assume design services for all 13 culverts will be released under one contract. If the culvert projects are separated and awarded individually, there may be an adjustment in fee.
- Project limits will be fifty (50) foot radius from upstream/downstream ends of the culvert out, one hundred (100) feet along each approach, and ten (10) feet of the edge of pavement for the entire length to ensure location of edge of woods and the bottom/top of roadside embankments
- We assume there is sufficient right of way for all work. No easements, fee takings or right of way acquisition services are included.
- Geotechnical evaluation is excluded. If geotechnical are needed for any of the culverts, it may be handled under supplemental agreement.
- Proposed structures will be type selected by the County in their RFP. If a different structure is required in design, there may be an adjustment to fee.
- Separate Nationwide permits for each culvert, impacts less than 0.1 acres (no mitigation design) and culvert will meet Nationwide permit design requirements.
- Screening for T&E at each. Desktop screening only.
- No Lead/Asbestos samples or assessments will be conducted.
- Permitting only includes a Joint Application package submitted once to NYSDEC and USACE. All other permitting, if required, is excluded. County will pay fees, if required.
- All culverts are assumed Type II SEQRA actions and SEQRA would be conducted by the County.
- Construction Observation/Inspection will be under supplemental agreement.
- Surveying Assumptions:
    - Modifications of or additions to the completed survey map after it has been distributed. If additional survey requirements or other form of survey certification is requested, a separate fee will be negotiated for performing such service;
    - Work is subject to New York State Prevailing Wage;
    - Highway Boundary and adjoiners can be approximate.
    - Access to all areas needed for survey will be granted;
    - Supplemental field survey is excluded;
    - Subsurface utility investigation, designating or mapping is excluded;
    - Property title search is excluded;
    - ALTA/NSPS Land Title Survey is excluded;
    - Tree Location Plan and/or surveys is excluded;
    - As built Surveys will be under supplemental agreement.

Appendix A
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

§103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State.

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:
Non-collusive Bidding Certification.

(a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

(b) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

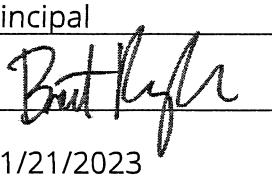
Submitted By

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

(Legal Name of Person, Firm or Corporation)

Name: Brett Reynolds, PE

Title: Principal

Signature: 

Date: 11/21/2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

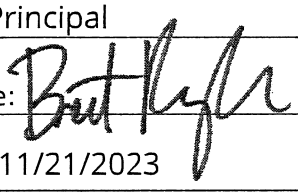
Submitted By

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

(Legal Name of Person, Firm or Corporation)

Name: Brett Reynolds, PE

Title: Principal

Signature: 

Date: 11/21/2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix C

Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

(Legal Name of Person, Firm or Corporation)

Name: Brett Reynolds, PE

Title: Principal

Signature: Brett Reynolds

Date: 11/21/2023

(SIGN AND RETURN WITH PROPOSAL)

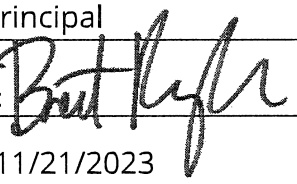
Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By
Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.
(Legal Name of Person, Firm or Corporation)

Name: Brett Reynolds, PE

Title: Principal

Signature: 

Date: 11/21/2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix E
ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.
    a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.
    a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.
    a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
        i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
        ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code)

_____

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:'

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

A. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as

to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

    a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

    b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

    a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

    b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

    a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

    b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

    a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall

maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

b. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

a. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default,

d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Appendix F
Proposals Form

Please be sure to include two (2) $5,000.00 contingency funds ($10,000 total), for each project site (as described in section 3.11.6.1 and 3.11.6.1). In case of conflict between the prices, the price written in words will control.

We submit the following fee proposal for Engineering Design Services for:

1. **Replacement of Structure C4-42, Bartlett Road over Tributary of Mohawk River, City of Rome.**
   Lat. 43.18202 Lon. -75.43034

   $34,856 — Total Price Written in Numbers
   Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

2. **Replacement of Structure C3-47, East Floyd Road over Slate Creek, Town of Floyd.**
   Lat. 43.25291 Lon. -75.35416

   $34,856 — Total Price Written in Numbers
   Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

3. **Replacement of Structure C5-91, Trenton Road over Tributary of Reall Creek, Town of Marcy.**
   Lat. 43.16341 Lon. -75.20975

   $34,856 — Total Price Written in Numbers
   Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

4. **Replacement of Structure C6-9, Burnham Road over Waterman's Brook, Town of Marshall.**
   Lat. 42.97556 Lon. -75.42333

   $34,856 — Total Price Written in Numbers
   Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

5. **A: Replacement of Structure C2-70A, Taberg Road over Tributary of Cobb Brook, Town of Florence.**
   Lat. 43.38472 Lon. -75.69889

   B: Replacement of Structure C7-67A, Empeyville Road over Tributary of Cobb Brook, Town of Florence.
   Lat. 43.38552 Lon. -75.69940

   $69,712 — Total Price Written in Numbers
   Sixty nine thousand, seven hundred and twelve dollars — Total Price Written in Words

6. **Replacement of Structure C1A-20, Mohawk Street over Chapman Creek, Town of New Hartford.**
   Lat. 43.04944 Lon. -75.24306

   $34,856 — Total Price Written in Numbers
   Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

7. **Replacement of Structure C4-76, Webster Hill Road over Tributary of Mohawk River, Town of Western.**
   Lat. 43.36486 Lon. -75.40717

$34,856 — Total Price Written in Numbers
Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

8. **Replacement of Structure C3-76, Webster Hill Road over Tributary of Haynes Brook, Town of Western.**
   Lat. 43.38930 Lon. -75.41668

$34,856 — Total Price Written in Numbers
Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

9. **Replacement of Structure C1-54A, Vienna Road over Tributary of Fish Creek, Town of Vienna.**
   Lat. 43.21450 Lon. -75.71879

$34,856 — Total Price Written in Numbers
Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

10. **Replacement of Structure C9-32, Kirkland Avenue over Tributary of Oriskany Creek, Town of Kirkland.**
    Lat. 43.07597 Lon. -75.37637

$34,856 — Total Price Written in Numbers
Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

11. **Replacement of Structure CX-67, Point Rock Road over Tributary of East Branch of Fish Creek, Town of Lee.**
    Lat. 43.37775 Lon. -75.54921

$34,856 — Total Price Written in Numbers
Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

12. **Replacement of Structure CX-92, Walker Road over Tributary of Reall Creek, Town of Deerfield.**
    Lat. 43.16297 Lon. -75.15650

$34,856 — Total Price Written in Numbers
Thirty four thousand, eight hundred and fifty six dollars — Total Price Written in Words

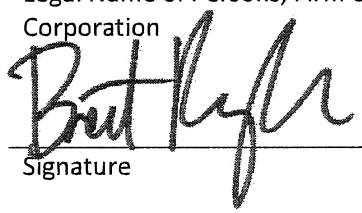
By signing below, I hereby certify that I have the authority to offer this Proposal to the County of Oneida for the above listed individual or company, upon the terms contained in the RFP. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

Legal Name of Persons, Firm or Corporation

18 Corporate Woods Blvd. 4th Fl., Albany, NY 12211

Address



Signature

Brett Reynolds, Principal

Name and Title

11/21/2023

Date

TASK LIST - ESTIMATED FEE BREAKDOWN

Oneida County Department of Public Works - Request for Proposal - 2024 Culverts

Culvert	Culvert	Task	Fees
1	C4-42, BARTLETT ROAD OVER TRIBUTARY OF MOHAWK RIVER, ROME	Engineering & Reimbursables	$ 16,991.00
		Survey	$ 4,000.00
		Environmental/Ecological (Sub Consultant)	$ 3,865.00
		Geotech (Subcontractor)	$ -
		Construction Admin & Future Edits	$ 10,000.00
		Total	**$ 34,856.00**
2	C3-47 EAST FLOYD ROAD OVER SLATE CREEK, FLOYD	Engineering & Reimbursables	$ 16,991.00
		Survey	$ 4,000.00
		Environmental/Ecological (Sub Consultant)	$ 3,865.00
		Geotech (Subcontractor)	$ -
		Construction Admin & Future Edits	$ 10,000.00
		Total	**$ 34,856.00**
3	C5-91, TRENTON ROAD OVER TRIBUTARY OF REALL CREEK, MARCY	Engineering & Reimbursables	$ 16,991.00
		Survey	$ 4,000.00
		Environmental/Ecological (Sub Consultant)	$ 3,865.00
		Geotech (Subcontractor)	$ -
		Construction Admin & Future Edits	$ 10,000.00
		Total	**$ 34,856.00**
4	C6-9, BURNHAM ROAD OVER WATERMAN'S BROOK, MARSHALL	Engineering & Reimbursables	$ 16,991.00
		Survey	$ 4,000.00
		Environmental/Ecological (Sub Consultant)	$ 3,865.00
		Geotech (Subcontractor) Budget	$ -
		Construction Admin & Future Edits	$ 10,000.00
		Total	**$ 34,856.00**
5A	C2-70A, TABERG ROAD OVER TRIBUTARY OF COBB BROOK, FLORENCE	Engineering & Reimbursables	$ 16,991.00
		Survey	$ 4,000.00
		Environmental/Ecological (Sub Consultant)	$ 3,865.00
		Geotech (Subcontractor) Budget	$ -
		Construction Admin & Future Edits	$ 10,000.00
		Total	**$ 34,856.00**
5B	C7-67A, EMPEYVILLE ROAD OVER TRIBUTARY OF COBB BROOK, FLORENCE	Engineering & Reimbursables	$ 16,991.00
		Survey	$ 4,000.00
		Environmental/Ecological (Sub Consultant)	$ 3,865.00
		Geotech (Subcontractor) Budget	$ -
		Construction Admin & Future Edits	$ 10,000.00
		Total	**$ 34,856.00**
6	C1A-20, MOHAWK STREET OVER CHAPMAN CREEK, NEW HARTFORD	Engineering & Reimbursables	$ 16,991.00
		Survey	$ 4,000.00
		Environmental/Ecological (Sub Consultant)	$ 3,865.00
		Geotech (Subcontractor) Budget	$ -
		Construction Admin & Future Edits	$ 10,000.00
		Total	**$ 34,856.00**
7	C4-76,WEBSTER HILL ROAD OVER TRIBUTARY OF MOHAWK RIVER, WESTERN	Engineering & Reimbursables	$ 16,991.00
		Survey	$ 4,000.00
		Environmental/Ecological (Sub Consultant)	$ 3,865.00
		Geotech (Subcontractor) Budget	$ -
		Construction Admin & Future Edits	$ 10,000.00
		Total	**$ 34,856.00**
8	C3-76, WEBSTER HILL ROAD OVER TRIBUTARY OF HAYNES BROOK, WESTERN	Engineering & Reimbursables	$ 16,991.00
		Survey	$ 4,000.00
		Environmental/Ecological (Sub Consultant)	$ 3,865.00
		Geotech (Subcontractor) Budget	$ -
		Construction Admin & Future Edits	$ 10,000.00
		Total	**$ 34,856.00**

TASK LIST - ESTIMATED FEE BREAKDOWN - Continued

Oneida County Department of Public Works - Request for Proposal - 2024 Culverts

9	C1-54A, VIENNA ROAD OVER TRIBUTARY OF FISH CREEK, VIENNA	Engineering & Reimbursables	$	16,991.00
		Survey	$	4,000.00
		Environmental/Ecological (Sub Consultant)	$	3,865.00
		Geotech (Subcontractor) Budget	$	-
		Construction Admin & Future Edits	$	10,000.00
		Total	**$**	**34,856.00**
10	C9-32, KIRKLAND AVE OVER TRIBUTARY OF ORISKANY CREEK, KIRKLAND	Engineering & Reimbursables	$	16,991.00
		Survey	$	4,000.00
		Environmental/Ecological (Sub Consultant)	$	3,865.00
		Geotech (Subcontractor) Budget	$	-
		Construction Admin & Future Edits	$	10,000.00
		Total	**$**	**34,856.00**
11	CX-67, POINT ROCK ROAD OVER TRIBUTARY OF EAST BRANCH OF FISH CREEK, LEE	Engineering & Reimbursables	$	16,991.00
		Survey	$	4,000.00
		Environmental/Ecological (Sub Consultant)	$	3,865.00
		Geotech (Subcontractor) Budget	$	-
		Construction Admin & Future Edits	$	10,000.00
		Total	**$**	**34,856.00**
12	CX-92, WALKER ROAD OVER TRIBUTARY OF REALL CREEK, DEERFIELD	Engineering & Reimbursables	$	16,991.00
		Survey	$	4,000.00
		Environmental/Ecological (Sub Consultant)	$	3,865.00
		Geotech (Subcontractor)	$	-
		Construction Admin & Future Edits	$	10,000.00
		Total	**$**	**34,856.00**
		Total Fee	**$**	**453,128.00**

Contract No. 188045

Project No. _____

Change Order No. _____

Effective Date _____

CHANGE ORDER

This Change Order modifies the Engineering Services Agreement, effective _____, by and between the County of Oneida ("County"), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C., ("Consultant"), as follows:

1. **Change in Services**:

2. **Change in time of Performance** (attach schedule if appropriate):

3. **Change in Consultant's Compensation**:

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

_____
Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

CONSULTANT

_____
Signature

Brett Reynolds, P.E.
Principal

Date: _____

Approved

_____
Signature

Andrew Dean
Assistant County Attorney - Administration

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

April 1, 2024

FN 20 24-225

PUBLIC WORKS
WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

Enclosed is a contract for professional design services for the development of plans and specifications for the modification of the transformer vault located at the Oneida County Office Building, 800 Park Ave, Utica, NY 13501.The transformers housed within the vault are the property of National Grid.

Requests for proposals were solicited from qualified consultants, and on January 24, 2024, the Board of Acquisition & Contract awarded the contract to Barton & Loguidice, D.P.C., to provide the professional design services for the aforementioned project in the amount of $92,400.00 plus reimbursable expenses such as On-site Project Monitoring and Asbestos Abatement Project Monitoring. Funding is provided through Capital account H-DPW-071 (H-609), Comprehensive Building – Phase 5.

Please consider the attached agreement, and if it meets with your approval, please forward this letter to the Board of Legislators for its consideration and approval.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

RECEIVED
APR 08 2024

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-8-24

Oneida County Department: Public Works – Buildings & Grounds

Competing Proposal	X
Only Respondent	
Sole Source RFP	
Other	

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	Barton & Loguidice, D.P.C. 443 Electronics Parkway Liverpool, New York 13088
Title of Activity of Service:	H-DPW-071 Comprehensive Building, Phase 5 OCOB National Grid Vault Modification H2458499
Proposed Dates of Operation:	Start on Execution – December 31, 2025
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The attached contract is for professional design services for the development of plans and specifications for the modification of the transformer vault located at the Oneida County Office Building, 800 Park Ave, Utica, NY 13501.The transformers housed within the vault are the property of National Grid and are located here to service the Oneida County Office Building. On January 24, 2024, the Oneida County Board of Acquisition accepted a proposal from Barton & Loguidice, D.P.C. in the amount of ***$92,400.00 plus reimbursable expenses*** for onsite project monitoring and asbestos abatement project monitoring.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-DPW-071
	Total Funding Requested:	$92,400.00+
	Oneida County Dept. Funding Recommendation:	$92,400.00+
Proposed Funding Sources	**Federal:**	$0.00
	State:	$0.00
	County:	$92,400.00+
	Other:	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

THIS AGREEMENT, CONTRACT NUMBER H2458499 is made as of the date of its full execution ("Effective Date")
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Oneida a New York municipal corporation
800 Park Avenue
Utica, NY 13501

and the Architect:
(Name, legal status, address and other information)

Barton & Loguidice, D.P.C. a New York domestic professional services corporation
443 Electronics Parkway
Liverpool, New York 13088

for the following Project:
(Name, location and detailed description)

Oneida County Office Building Transformer Vault Modifications
800 Park Ave
Utica, NY 13501

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program identified in Attachment B, Request for Proposal, Transformer Vault Modifications – Oneida County Office Building, dated November 2023

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Physical characteristics identified in Attachment B, Request for Proposal, Building Transformer Vault Modifications – Oneida County Office Building, dated November 2023

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To Be Determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init. /

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To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid compliant with New York State Law

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Matthew S. Baisley
5999 Judd Road
Oriskany, NY 13424

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None

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.2 Civil Engineer:

None

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Timothy W. Bolan, PE
Matthew C. Fuller, PE
70 Genesee St, Suite 100, Utica, NY 13502
315.457.5200

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:
None

.2 Mechanical Engineer:

None

.3 Electrical Engineer:

None

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

Attachment B, Request for Proposal, Transformer Vault Modifications, Oneida County Office Building, dated November 2023
Attachment C, Professional Services Proposal of Architect, dated January 12, 2024

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust

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the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Paragraph Deleted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain at its own expense the following insurance until termination of this Agreement. The insurance carrier must have at least an A- (excellent) rating by A.M. Best and be qualified and admitted to do business in the State of New York.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury.

§ 2.5.2 Automobile Liability covering vehicles owned, leased, hired, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

§ 2.5.4 Workers' Compensation pursuant to statute.

§ 2.5.5 Employers' Liability pursuant to statute.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured on a primary and non- contributory basis with subrogation waived. The additional insured coverage shall apply to both ongoing and completed operations. The Architect shall maintain completed operations coverage for a period of three (3) years after completion.

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§ 2.5.8 Certificates shall be on forms approved by the Owner, and shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. Acceptance of the certificates shall not relieve the Architect of any of the insurance requirements, nor decrease the liability of the Architect. The Owner reserves the right to require the Architect to provide insurance policies for review by the Owner. The Architect grants the Owner a limited power of attorney to communicate with the Architect's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder. The Architect waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

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of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.2: Architect shall provide at least two (2) schematic designs.
4.1.1.3: Architect shall provide measured drawings.
4.1.1.4: Architect shall perform field investigations and confirm existing conditions.
4.1.1.13 Architect shall provide part-time on-site project representation as directed by Owner. Services shall be provided in accordance with AIA B207-2017 attached hereto as Exhibit D.
4.1.1.16: Architect shall provide as-built record documents in electronic format specified by Owner.
4.1.1.26: Architect shall prepare separate bid packages if required.
4.1.1.29: Architect shall identify, quantify, prepare plans/specifications for abatement of asbestos containing materials and provide abatement project monitoring services

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- **.1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- **.2** Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- **.3** Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- **.4** Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- **.5** Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- **.1** Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- **.2** Sixteen (16) visits to the site by the Architect during construction
- **.3** Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- **.4** Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

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.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner an exclusive license to use the Architect's Instruments of Service. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 Paragraph Deleted.

§ 8.1.3 Paragraph Deleted.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement. Upon delivery of a request for mediation, the Owner and Architect shall agree to a mediator. In the event the Owner and Architect do not agree to a mediator, they shall proceed to binding dispute resolution. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration

[X] Litigation in a New York State Court of competent jurisdiction located in Oneida County, or the United States District Court for the Northern District of New York

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Section Deleted

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services for nonpayment, the Architect shall give seven days' written notice to the Owner before suspending services for nonpayment. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New, excluding its choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 In compliance with New York General Municipal Law Section 109, the Architect agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent , in writing, by the Owner.

§ 10.4 Paragraph Deleted.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§10.10 Independent Contractor Status and Indemnification

§10.10.1 For the purposes of this paragraph, the term "Independent Contractor" shall include the Architect, and any and all of its consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the Owner and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the Owner for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Owner by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Owner. Both the Owner and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

§10.10.2 The Owner shall not make any withholding for taxes or any other obligations. The Architect shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Architect shall indemnify and hold the Owner harmless from all loss or liability incurred by the Owner as a result of the Owner not making such payments or withholdings.

§10.11 The Architect's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Architect's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Architect; no other action on the part of the Architect or any other person or entity is necessary to authorize the Architect's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

§10.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

§10.13 Conflicts among this Agreement and the Attachments shall be resolved in the following order of precedence:
§10.13.1 Attachment A, Addendum – Standard Oneida County Conditions
§10.13.2 Any Contract Amendments, in reverse chronological order
§10.13.3 This Agreement
§10.13.4 Attachment D, AIA Document B207-2017
§10.13.5 Attachment B, Request for Proposal, Oneida County Office Building Transformer Vault Modification,
§10.13.6 Attachment C, Professional Services Proposal of Architect, dated January 12, 2024

§10.14 To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold the Owner, its officers, agents, and employees (collectively, "Indemnitees") harmless against any and all claims (including but not limited to claims by third parties) costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) Architect's performance and/or its

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subconsultants' performance of this Agreement or from the Architect's and/or its subconsultants' failure to comply with any of the provisions of this Agreement or of the law; or (b) intentional or negligent acts or omissions of Architect, its principals, officers, sub-consultants, employees, or agents. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder includes, without limitation: (1) full indemnity in the event of liability imposed against the Owner without negligence on the part of the Owner and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Owner either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Architect under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of this Agreement and the Owner's tendering of the final payment.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Design Consultant Fee for lump sum fee of $92,400.00 plus reimbursable expenses for On-site Project Representation and Asbestos Abatement Project Monitoring at the hourly rates set forth in Exhibit C, Professional Services Proposal of Architect, dated January 12, 2024.

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Negotiated Contract Amendment

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (		%)
Design Development Phase		percent (		%)
Construction Documents Phase		percent (		%)
Procurement Phase		percent (		%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment C Professional Services Proposal of Architect, dated January 12, 2024

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1
(Paragraphs deleted)
Lump sum fees and hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.
§ 11.8.2 Paragraph Deleted.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Statutory % per annum

§ 11.10.2.2 Paragraph Deleted.

§ 11.10.2.3 Paragraph Deleted.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Attachment A, Standard Contract Clauses Addendum

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Paragraph Deleted

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Attachment A, Standard Oneida County Conditions, Thirteen (13) pages
Attachment B, Request For Proposal, Transformer Vault Modifications Oneida County Office Building, dated November 2023 Twenty-Eight (28) pages
Attachment C, Professional Services Proposal, dated January 12, 2024, Thirty-nine (39) pages
Attachment D, AIA Document B207-2017, Four (4) pages

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This Agreement entered into as of the Effective Date.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Anthony J. Picente, Jr. Oneida County Executive	Matthew C. Fuller, P.E. Vice President
(Printed name and title)	*(Printed name, title, and license number, if required)*
Date: _____	Date: 4/2/2024

Approved:

_____
Andrew Dean, Esq.
Deputy County Attorney - Administration

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AIA® Document B101® – 2017

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PAGE 1

~~**AGREEMENT** made as of the day of in the year~~ **THIS AGREEMENT, CONTRACT NUMBER H2458499** is made as of the date of its full execution ("Effective Date")

...

County of Oneida a New York municipal corporation
800 Park Avenue
Utica, NY 13501

...

Barton & Loguidice, D.P.C. a New York domestic professional services corporation
443 Electronics Parkway
Liverpool, New York 13088

...

Oneida County Office Building Transformer Vault Modifications
800 Park Ave
Utica, NY 13501

PAGE 2

Program identified in Attachment B, Request for Proposal, Transformer Vault Modifications – Oneida County Office Building, dated November 2023

...

Physical characteristics identified in Attachment B, Request for Proposal, Building Transformer Vault Modifications – Oneida County Office Building, dated November 2023

...

To Be Determined

PAGE 3

To Be Determined

...

To Be Determined

...

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To Be Determined

...

None

...

Competitive bid compliant with New York State Law

...

None

...

Matthew S. Baisley
5999 Judd Road
Oriskany, NY 13424

...

None

PAGE 4

None

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None

...

Timothy W. Bolan, PE
Matthew C. Fuller, PE
70 Genesee St, Suite 100, Utica, NY 13502
315.457.5200

...

None

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None

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None

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None

...

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.3.1 ~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~Paragraph Deleted.

...

§ 2.4 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain at its own expense the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~The insurance carrier must have at least an A- (excellent) rating by A.M. Best and be qualified and admitted to do business in the State of New York.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury.

§ 2.5.2 Automobile Liability covering vehicles owned, leased, hired, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 ~~The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

§ 2.5.4 Workers' Compensation ~~at statutory limits.~~pursuant to statute.

§ 2.5.5 Employers' Liability ~~with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~pursuant to statute.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

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§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured ~~for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and~~ on a primary and non- contributory basis with subrogation waived. The additional insured coverage shall apply to both ongoing and completed operations. The Architect shall maintain completed operations coverage for a period of three (3) years after completion.

§ 2.5.8 ~~The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~Certificates shall be on forms approved by the Owner, and shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. Acceptance of the certificates shall not relieve the Architect of any of the insurance requirements, nor decrease the liability of the Architect. The Owner reserves the right to require the Architect to provide insurance policies for review by the Owner. The Architect grants the Owner a limited power of attorney to communicate with the Architect's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder. The Architect waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

PAGE 8

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~Construction, as modified by Owner.

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§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided

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§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

PAGE 12

4.1.1.2: Architect shall provide at least two (2) schematic designs.
4.1.1.3: Architect shall provide measured drawings.
4.1.1.4: Architect shall perform field investigations and confirm existing conditions.
4.1.1.13 Architect shall provide part-time on-site project representation as directed by Owner. Services shall be provided in accordance with AIA B207-2017 attached hereto as Exhibit D.
4.1.1.16: Architect shall provide as-built record documents in electronic format specified by Owner.
4.1.1.26: Architect shall prepare separate bid packages if required.
4.1.1.29: Architect shall identify, quantify, prepare plans/specifications for abatement of asbestos containing materials and provide abatement project monitoring services

...

None
PAGE 13

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Sixteen (16) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.
PAGE 16

§ 7.3 The Architect grants to the Owner ~~a nonexclusive~~ an exclusive license to use the Architect's Instruments of ~~Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive~~ Service. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of ~~Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the~~

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~~Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

...

§ 7.5 ~~Except as otherwise stated in Section 7.3, the~~ The provisions of this Article 7 shall survive the termination of this Agreement.

...

§ 8.1.2 ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~ Paragraph Deleted.

§ 8.1.3 ~~The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~ Paragraph Deleted.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by ~~mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to this ~~Agreement, and filed with the person or entity administering the mediation.~~ Agreement. Upon delivery of a request for mediation, the Owner and Architect shall agree to a mediator. In the event the Owner and Architect do not agree to a mediator, they shall proceed to binding dispute resolution. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 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, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

[ ] Arbitration ~~pursuant to Section 8.3 of this Agreement~~

~~[ ] Litigation in a court of competent jurisdiction~~ [X] Litigation in a New York State Court of competent jurisdiction located in Oneida County, or the United States District Court for the Northern District of New York

...

§ 8.3 ~~Arbitration~~Section Deleted

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the~~

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~~date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~
~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.~~

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend ~~services,~~ services for nonpayment, the Architect shall give seven days' written notice to the Owner before suspending ~~services.~~ services for nonpayment. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to ~~suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~suspension.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to ~~termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~termination.

...

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None

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None

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§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~State of New, excluding its choice of law rules.

...

§ 10.3 ~~The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~In compliance with New York General Municipal Law Section 109, the Architect agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent , in writing, by the Owner.

§ 10.4 ~~If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.~~Paragraph Deleted.

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§10.10 Independent Contractor Status and Indemnification

§10.10.1 For the purposes of this paragraph, the term "Independent Contractor" shall include the Architect, and any and all of its consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the Owner and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the Owner for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Owner by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Owner. Both the Owner and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

§10.10.2 The Owner shall not make any withholding for taxes or any other obligations. The Architect shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Architect shall indemnify and hold the Owner harmless from all loss or liability incurred by the Owner as a result of the Owner not making such payments or withholdings.

§10.11 The Architect's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Architect's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Architect; no other action on the part of the Architect or any other person or entity is necessary to authorize the Architect's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

§10.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

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§10.13 Conflicts among this Agreement and the Attachments shall be resolved in the following order of precedence:
§10.13.1 Attachment A, Addendum – Standard Oneida County Conditions
§10.13.2 Any Contract Amendments, in reverse chronological order
§10.13.3 This Agreement
§10.13.4 Attachment D, AIA Document B207-2017
§10.13.5 Attachment B, Request for Proposal, Oneida County Office Building Transformer Vault Modification,
§10.13.6 Attachment C, Professional Services Proposal of Architect, dated January 12, 2024

§10.14 To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold the Owner, its officers, agents, and employees (collectively, "Indemnitees") harmless against any and all claims (including but not limited to claims by third parties) costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) Architect's performance and/or its subconsultants' performance of this Agreement or from the Architect's and/or its subconsultants' failure to comply with any of the provisions of this Agreement or of the law; or (b) intentional or negligent acts or omissions of Architect, its principals, officers, sub-consultants, employees, or agents. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder includes, without limitation: (1) full indemnity in the event of liability imposed against the Owner without negligence on the part of the Owner and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Owner either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Architect under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of this Agreement and the Owner's tendering of the final payment.

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Design Consultant Fee for lump sum fee of $92,400.00 plus reimbursable expenses for On-site Project Representation and Asbestos Abatement Project Monitoring at the hourly rates set forth in Exhibit C, Professional Services Proposal of Architect, dated January 12, 2024.

...

Negotiated Contract Amendment

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as follows:
PAGE 21

See Attachment C Professional Services Proposal of Architect, dated January 12, 2024

...

§ 11.8.1 ~~Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:~~

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

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.7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

.8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~

.10 ~~Site office expenses;~~

.11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~

.12 ~~Other similar Project-related expenditures.~~

Lump sum fees and hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

§ 11.8.2 ~~For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.~~Paragraph Deleted.

...

None

...

§ 11.10.1.1 An initial payment of Zero Dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Statutory % per annum

§ 11.10.2.2 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~Paragraph Deleted.

§ 11.10.2.3 ~~Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~Paragraph Deleted.

...

Attachment A, Standard Contract Clauses Addendum

...

.2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

Paragraph Deleted

...

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[X] Other Exhibits incorporated into this Agreement:

...

(List other documents, if any, forming part of the Agreement.)

Attachment A, Standard Oneida County Conditions, Thirteen (13) pages
Attachment B, Request For Proposal, Transformer Vault Modifications Oneida County Office Building, dated November 2023 Twenty-Eight (28) pages
Attachment C, Professional Services Proposal, dated January 12, 2024, Thirty-nine (39) pages
Attachment D, AIA Document B207-2017, Four (4) pages

This Agreement entered into as of the ~~day and year first written above.~~Effective Date.

PAGE 23

Anthony J. Picente, Jr. Oneida County Executive *(Printed name and title)*	Matthew C. Fuller, P.E. Vice President *(Printed name, title, and license number, if required)*
Date:	Date: 4/2/2024

Approved:

Andrew Dean, Esq.
Deputy County Attorney - Administration

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicholas DiGennaro, P.E., CFM, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:42:07 ET on 04/01/2024 under Order No. 3104240041 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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ATTACHMENT A

ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

   a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

   a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;
2) The Contractor's policy of maintaining a drug-free workplace;
3) Any available drug counseling, rehabilitation, and employee assistance program; and
4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and
2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code)

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:'

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

A. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA). When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
v. Make available protected health information in accordance with 45 CFR §164.524;
vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as

otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided

that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

    a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

    b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

17.

a. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

18. AUDIT.

a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

b. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

19. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

a. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation

must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default,

d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

20. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and
   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-

owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

21. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

a. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Oneida County Department of Public Works

Division of Engineering

5999 Judd Road, Oriskany, New York 13424-3907

Request for Proposal

TRANSFORMER VAULT MODIFICATIONS
ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NY 13501

November 2023

REQUEST FOR PROPOSAL FOR DESIGN SERVICES

1. Introduction

1.1. The County of Oneida (the "County") is soliciting proposals from qualified consulting firms with demonstrated experience in similar projects.

1.2. Proposals in response to this RFP must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a USB drive to:

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, New York 13424

1.3. Packages containing proposals must be marked "Transformer Vault Modifications".

1.4. **Proposals are due at the above address no later than 2:00 p.m. on January 12, 2024.**

1.5. Questions relating to this RFP should be directed to Nicholas DiGennaro at 315-793-6233 or ndigennaro@ocgov.net.

1.6. Site visits should be coordinated with David Babowicz at 315-793-6218.

2. Project Description

2.1. Work shall include the following.

2.1.1. Transformer Vault Modifications, Oneida County Office Building.

2.1.1.1. The intent of this Project is to provide a design for modifications to the transformer vault so that National Grid may plan to replace the transformers with ease. Per National Grid, Contractor must install new ADA compliant head structure. There is currently no way of removing the solid concrete slab to replace a transformer.

2.1.1.2. Relocation or alternative vault configurations have not been discussed with National Grid at this time.

2.1.1.3. Construction of the modification to the vault is anticipated to be done by a contractor qualified to work within National Grid vaults near energized transformers.

2.1.1.4. It is imperative that this project does not hinder daily operations at the County Office Building. The building shall remain open to the public without inconvenience during regular business hours. All work shall be performed during regular business hours. Any work that must occur inside the building must be done outside of normal working hours (i.e., 5:00 pm – 1:30 am or on weekends).

2.1.1.5. Consultant shall provide full-time On-Site Project Representation in accordance with AIA B207 – 2017.

3. Scope of Services

3.1. The consulting firm selected for this Project (the "Consultant") shall be required to provide services necessary for the performance and completion of work noted in Section 2, Project Description, and this Section. Services shall be provided as required and defined in AIA Document B101-2017 and AIA Document B207 – 2017, modified by the County. Services shall include, but not be limited to, the following.

3.1.1. Prepare detailed design plans and specifications with sufficient detail for construction of the modifications to the transformer vault. Designs and specifications shall be coordinated with National Grid prior to final documents for bidding.

3.1.2. Identify and quantify ACM impacted by this Project. Note that some work may be necessary in other areas of the building to accomplish the overall goals of this multi-phase capital Project. There shall be no assumed ACM. Payment for material sampling, analysis, and reporting shall be included in the lump sum fee for Basic Services.

3.1.2.1. Prepare comprehensive plans and specifications for abatement of ACM impacted by this Project. A generic design will not be accepted. All aspects of the asbestos abatement contractor's operations shall be strictly controlled. The consultant shall prepare, submit, and receive approval for any asbestos abatement variances. Payment for site-specific variances shall be in addition to compensation for Basic Services and made on a lump sum fee basis. Consultant shall also prepare plans at the completion of this phase of the work to identify any gross ACM that had to be enclosed and remain in place. This information is important for inclusion in the asbestos building management plan.

3.1.2.2. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.

3.1.2.3. Detailed plans and specifications shall be prepared by a competent mechanical engineer for isolation of the HVAC systems.

3.1.2.4. Prepare plans and specifications for asbestos abatement with sufficient detail and instruction to allow isolation and protection of life safety systems.

3.1.2.5. The asbestos abatement designer may be required to attend a preconstruction meeting with building occupants to discuss expected impacts of the Project.

3.1.2.6. The asbestos abatement designer shall be actively involved in the construction phase of asbestos abatement and shall attend all bi-weekly project meetings and special meetings as requested. The asbestos abatement designer may be required to enter active asbestos abatement work areas.

3.1.2.7. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall

be performed by a NYSDOL certified project monitor or NYSDOL certified air sampling technician. Payment for project monitoring, air sampling, and reporting shall be in addition to compensation for basic services and made on a time and material basis.

3.1.2.8. Sub-consultant performing asbestos abatement design shall be fully responsible for asbestos abatement project monitoring.

3.1.2.9. The cost of asbestos abatement shall be included in all estimates.

3.1.3. Prepare plans, specifications, and bid packages for facility renovations in compliance with New York State General Municipal Law. This shall include all HVAC, plumbing, electrical, fire alarm, fire protection, security systems, and signage upgrades.

3.1.4. Prepare "turn-key" plans and specifications for all data and telecommunication systems. This shall include design of required wiring, hardware, software, and software programming. County IT personnel and telecommunication hardware/software vendors shall be included in the design process.

3.1.5. Existing data systems utilize a fiber-optic backbone and new systems shall incorporate this technology.

3.1.6. Prepare all permit applications and secure all permits. The County shall pay all permit fees.

3.1.7. Coordinate activities with and secure approvals from interested local, state, and other agencies (e.g., National Grid).

3.1.8. Prepare up to two (2) separate bid packages (asbestos abatement and reconstruction).

3.1.9. The Consultant's work shall be based on and comply with all current and applicable governmental laws, regulations, orders, ordinances, and other rules of duly constituted authority, in all respects.

3.1.10. The Consultant shall attend project meetings weekly throughout project startup and then bi-weekly or as requested by the County.

3.1.11. The Consultant shall provide electronic files and two (2) hard copies of all submittals, as-constructed record drawings, and O&M manuals.

3.1.12. Create a complete project file (including submittals and general correspondence) to be provided to the County upon completion of all.

3.1.13. Provide all services to prepare complete and accurate plans and specifications.

4. Terms and Conditions

4.1. The Project outlined in this RFP shall be awarded by County.

4.2. The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.3. Firms responding to this RFP may be designated for an interview with the County.

4.4. The contents of the Consultant's proposal may become part of the contractual obligations if deemed

appropriate by the County.

4.5. The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.

4.6. The Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.7. Firms and/or sub-consultants qualified and certified as Minority/Women Business Enterprises are encouraged to submit proposals. The Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBEs are given the maximum opportunity to compete for any sub-contracts.

4.8. The Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.9. The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.10. Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

4.11. **Appendix A**, the Standard Contract Clauses Addendum, shall become part of any contract resulting from this proposal between Consultant and County.

4.12. Consultant shall comply with and certify that the proposal was made without collusion pursuant to New York State General Municipal Law § 103-d, attached hereto as **Appendix B**.

4.13. Consultant shall comply with and certify that the proposal was made pursuant to New York State Finance Law § 165-a and New York State General Municipal Law 103-g, the Iran Divestment Act, attached hereto as **Appendix D**.

4.14. Consultant shall comply with and certify the County's Recycling and Solid Waste Management Certification pursuant to the Oneida County Board of Legislator's Resolution No. 249, attached hereto as **Appendix E**.

4.15. Consultant shall comply with and certify the Statement on Sexual Harassment pursuant to New York State Labor Law 201-g, attached hereto as **Appendix F**.

4.16. Consultant shall comply with and certify the Statement of Tropical Hardwoods, attached hereto as **Appendix G.**

5. Payment for Services

5.1. Payments shall be based on work phases defined in AIA Document B101-2017 and AIA Document B207-2017 modified by County as follows.

5.1.1. Pay Item 1. The Consultant shall be paid a lump sum fixed fee for Schematic Design, Design Development, Asbestos Containing Material Survey, Asbestos Abatement Design, Construction

Documents, Bidding, Construction, and As-Constructed Record Drawing phases.

5.1.2. Pay Item 2. The Consultant shall be paid on a Time and Materials basis for full-time On-Site Project Representation services. Payments shall be based on hourly rates.

5.1.3. Pay Item 3. The Consultant shall be paid on a Time and Materials basis for Asbestos Abatement Project Monitoring and Air Sampling. Payments shall be based on established hourly rates and unit prices.

5.2. Separate payment(s) will not be made for reimbursable expenses. The cost of all reimbursable expenses shall be included in lump sum fees, not-to-exceed fees, established hourly rates, and unit prices.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and at least Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts,

products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and at least Two Million Dollars ($2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella polices to include the County as an additional insured on a primary and non-contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. **Independent Contractor Status**

8.1. For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits.

The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

8.2. The Consultant's payments shall be reported pursuant to IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9. **Document Reproduction and Ownership of Original Drawings and Manuscripts**

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. **Choice of Law**

10.1. The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. **Submittal Requirements**

11.1. Cover page (one page).

11.2. List of sub-consultants (one page).

11.3. Proposed Project schedule, including major tasks and target completion dates (one page).

11.4. Signed **Appendix B** – Non-Collusion Certification

11.5. Signed **Appendix C** – Corporate Resolution Form

11.6. Signed **Appendix D** – Iran Divestment Act Certification

11.7. Signed **Appendix E** – Recycling and Solid Waste Certification

11.8. Signed **Appendix F** – Statement on Sexual Harassment

11.9. Signed **Appendix G** – Tropical Hardwoods Certification

11.10. Signed **Appendix H –** Fee Proposal

11.11. Billable hourly rate schedule for all staff assigned to this project, including sub-consultants.

12. **Special Requirements**

12.1. The Consultant shall have either on staff, or as a sub-consultant, persons with specific experience in the following disciplines:

12.1.1. Architectural design.

12.1.2. Structural design.

12.1.3. Mechanical, electrical, and plumbing design.

12.1.4. Asbestos abatement design and project monitoring.

12.1.5. These persons/consultants shall be described in the proposal

12.2. The Consultant shall have on staff, or as a sub-consultant, a Registered Architect or Professional Engineer recognized by the New York State Education Department.

12.3. Per National Grid, the Consultant shall have on staff, or as a sub-consultant, an individual qualified to work in National Grid vaults near the energized transformers.

12.4. **Exhibit A**, attached hereto, shall become part of any contract with the County.

13. **Selection Process**

13.1. The County shall review all proposals received and reserve the right to select firms for further presentation and interview.

13.2. The following criteria shall be used in the selection process.

13.2.1. Approach to Project:

13.2.1.1. Understanding of Project scope

13.2.1.2. Understanding of implied or required activities

13.2.1.3. Reasonableness of proposed approach

13.2.1.4. Proposed Work/Services schedule

13.2.2. Experience/Qualifications of Project Personnel and Firm:

13.2.2.1. Previous experience with governmental agencies

13.2.2.2. Previous experience with similar projects

13.2.2.3. Project staff experience with similar projects

13.2.2.4. Project management expertise

13.2.3. Credentials of Firm:

13.2.3.1. Reference/client assessment of previous performances

13.2.3.2. Demonstrated ability to keep projects on schedule

13.2.3.3. Firm's most significant relevant project

13.2.4. Level of Effort

13.2.4.1. Commitment of assigned personnel to the project

13.2.4.2. Firm's current workload and availability

13.2.5. Fee Proposal

13.3. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County.

13.4. Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

14. Responsibility of Consultant

14.1. All responding firms shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected.

APPENDIX A

STANDARD CONTRACT CLAUSES ADDENDUM

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **Executory or Non-Appropriation Clause.**

1.1. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

2.1. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.**

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and

the tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

3.2. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default.

3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing,

possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

3.3.1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

3.3.1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

_____

3.4. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.4.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement

schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under

the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. **Identifying Information and Privacy Notification.**

11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

11.2. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. **Prohibition on Purchase of Tropical Hardwoods.**

14.1. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public

benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

14.2. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to meet with the approval of the County.

15. **Compliance with New York State Information Security Breach and Notification Act**. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **Gratuities and Kickbacks**.

16.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

16.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **Audit**.

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully

documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

17.2. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **Certification of compliance with the Iran Divestment Act**.

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

18.2. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

18.3. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

18.4. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on

the Prohibited Entities List.

19. **Prohibition on Tobacco and E-Cigarette use on County Property.**

19.1. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

19.1.1. For the purposes of this provision, the "use of tobacco" shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

19.1.2. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, "on Oneida County property" shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

19.3. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. **Compliance with New York State Labor Law § 201-G.**

20.1. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

APPENDIX B

NON-COLLUSION CERTIFICATION

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

b) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

_____

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX C

CORPORATE RESOLUTION

It is hereby resolved that _____ is authorized to sign the bid or proposal of this Corporation for the following project:

Bid Reference No ####
TRANSFORMER VAULT MODIFICATIONS

and to include in such bid or proposal the certificate as to non-collusion required by section One Hundred Three (103D) of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by:

Corporation at a meeting of its Board of Directors on the _____day of_____, _____.

(Seal of Corporation)

_____
(Secretary)

APPENDIX D

IRAN DIVESTMENT ACT - CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX E

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION FORM FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX F

STATEMENT ON SEXUAL HARASSMENT IN ACCORDANCE WITH NEW YORK STATE LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX G

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
   a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

CERTIFICATION OF THE PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County

_____ _____

Name (Print) Title

_____ _____

Signature Date

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX H

FEE PROPOSAL

We submit the following fee proposal for Professional Consulting Services to complete all services identified in the PROJECT DESCRIPTION and SCOPE OF SERVICES section of this Request for Proposal, upon the terms and conditions contained herein:

Pay Item 1., Basic Services		
$	Lump Sum Fee	
Pay Item 2., On-Site Project Representation		
$	Hourly Rate, Project Representative	
$	Overtime Hourly Rate, Project Representative	
$	Hourly Rate, Job Title:	
$	Hourly Rate, Job Title:	
$	Hourly Rate, Job Title:	
$	Hourly Rate, Job Title:	
Pay Item 3., Asbestos Abatement Project Monitoring		
$	Hourly Rate, Project Monitor	
$	Overtime Hourly Rate, Project Monitor	
$	Each, Site Specific Variance	
$	Each, PCM Air Sample*	
$	Each, TEM Air Sample*	

By signing below, I hereby certify that I have the authority to offer this proposal to the County of Oneida for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

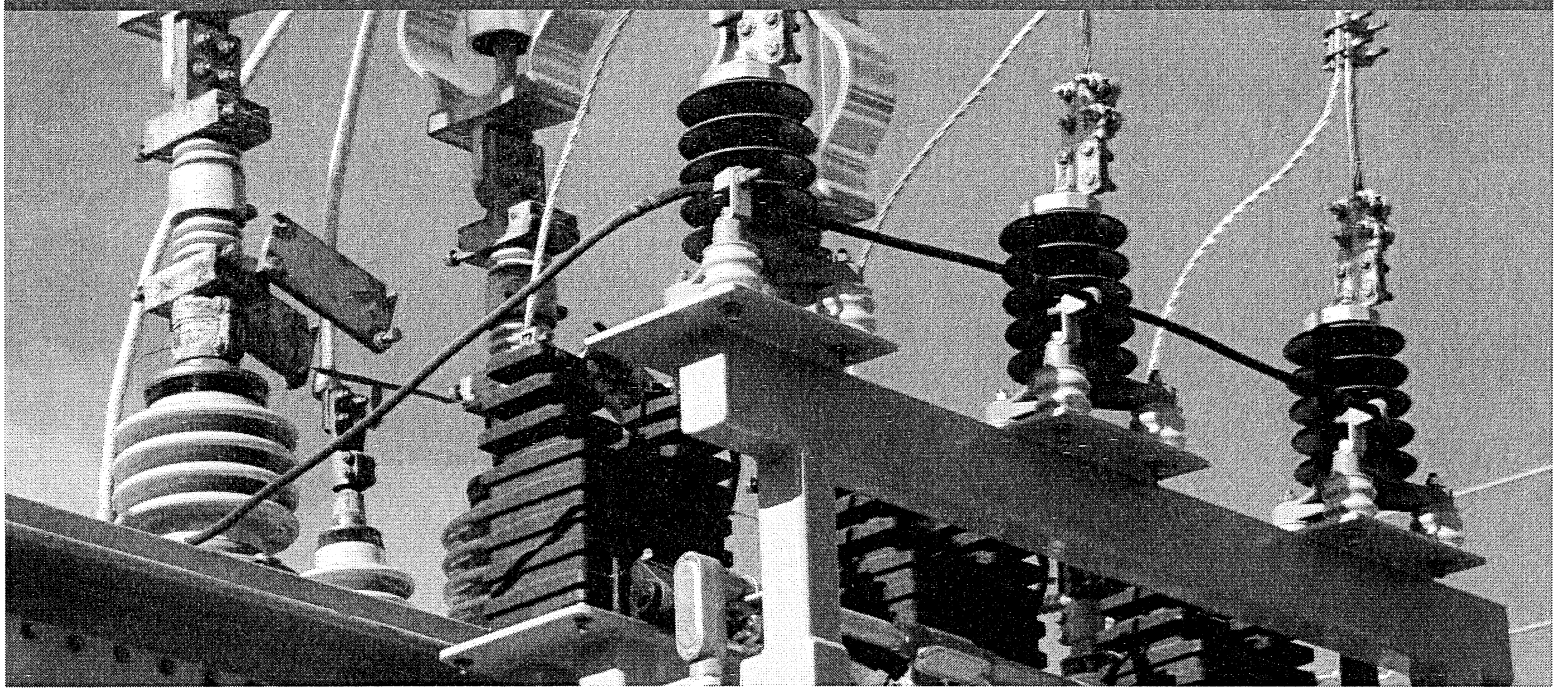
(SIGN AND RETURN WITH PROPOSAL)

Barton & Loguidice | The Experience to Listen. The Power to Solve.

Proposal

TRANSFORMER VAULT MODIFICATIONS

January 12, 2024



Barton & Loguidice

January 12, 2024

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, New York 13424

RE: Transformer Vault Modifications
File #: 704.4613

Dear Mr. DiGennaro:

An experienced environmental and engineering design team is essential when making transformer vault modifications. Barton & Loguidice, D.P.C. (B&L) will provide Oneida County (County) with a seasoned design team for this project. Our team has been working together on municipal projects for over 25 years, and we have addressed all elements that are expected with the architectural (ADA compliance), structural, and electrical components of this project.

Thank you for your consideration of our proposal. We are excited by the opportunity to help Oneida County with this endeavor. Should you have any questions or wish to further discuss our submission, please reach out to me or Timothy W. Bolan, P.E. at 315-457-5200.

Sincerely,

Barton & Loguidice, D.P.C.

Matthew C. Fuller, P.E.
Vice President

Cover Page

Oneida County
Transformer Vault Modifications

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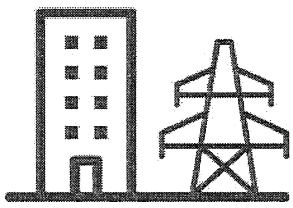
Billable Hourly Rate Schedule

Prepared for:
Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County
Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, New York 13424

Prepared by:
Barton & Loguidice, D.P.C.
70 Genesee Street, Suite 100
Utica, New York 13502
315-701-9800

Barton & Loguidice



SECTION 1

APPROACH TO PROJECT

ONEIDA COUNTY
TRANSFORMER VAULT MODIFICATIONS

Barton&Loguidice

Section 1: Approach to Project

Introduction and Overview

In accordance with your issued request for proposals, Barton & Loguidice, D.P.C. (B&L) is providing this proposal to Oneida County (County) for professional services in association with the development and preparation of engineering documents for the design, engineering, and construction support services for the transformer vault modifications project at the Oneida County Office Building located at 800 Park Avenue, Utica, New York.

We understand the County has chosen to proceed with the design development phase, and construction contract administration phase for the proposed modifications to the vault cover to allow National Grid safe access for the removal and replacement of their transformers.

B&L has significant experience in developing successful engineering designs for various County, Town, Village, and City utility facilities. Our methodology throughout the project; design development and final design, will be interactive and incorporate designated County staff as important members of the design team. B&L will maintain pragmatic access and removal solutions as our primary objectives of our design approach. Throughout the process, B&L will consider integrating sustainable design practices with solid, practical, and cost-effective solutions. In this fashion the maintenance of budget expectations remains paramount to our team and the project.

We have identified several key components that B&L offers in providing similar professional services for structural modification and electrical facility projects. We have summarized these key project elements as follows:

Schedule Control: B&L understands the importance of establishing and committing to a project schedule, while at the same time keeping all project participants (the County designated project staff, B&L, and other stakeholders) focused on the project's goals and needs. B&L will commit to working with County project staff to

develop a reasonable schedule at the initiation of the project. This schedule will take into consideration the nature of the work, coordination efforts required, the level of engineering required, any associated project phasing, contract drawings/technical specifications, project review times; response time needed to address comments and evaluate alternatives; advertisement and bid phase; and construction phase.

Communications and Meetings: Throughout the project, B&L will maintain open communication with the County's designated project team via email, telephone, FTP sites, and other methods. Geographically, being close to the County, we will take the opportunity to meet with the team throughout the project from planning through design development, and ultimately through construction.

Quality Control: Quality is the responsibility of every member of B&L's team, every day of the week. Success requires the participation of all staff members, and each participant must be fully apprised of the project's goals and expectations. To that end, we have developed a detailed quality assurance manual which is shared with every member of our staff. B&L has specific and measurable procedures for meeting the quality standards expected by our clients. Our quality assurance manual details those procedures and defines each team member's responsibility with respect to their projects. These procedures encompass the initiation of a project through the project closeout phase. Topics include communications and correspondence, calculations, quality control of drawings, construction cost estimates, and more. These standards facilitate the smooth and successful progression of projects and define standards for documentation for each project. Each design project goes through a detailed constructability review.

Value Engineering: With each project, B&L evaluates the potential solutions that fit the project scope, budget and time frame. Some projects may evaluate multiple approaches where each could provide an equitable solution. The solution determined for the project will concurrently be evaluated on a cost/benefit basis to determine the impact a cost increase or reduction will bring on the implementation of the solution in question. Value engineering issues that include building construction type, alternative materials, sustainable solutions, delivery lead times, phased implementation, relocation of existing equipment vs. new replacement, parallel installations and pre-purchased materials or equipment.

Cost Tracking: B&L's experience includes the development of project cost estimating with nearly every project we conduct. Typically, opinions of cost are developed at significant project milestones as determined by the client's requirements and/or needs. Generally, these milestones occur at the preliminary/programming, schematic design, design development, and construction document phases of the project. In this manner, the project costs are monitored and controlled by allowing options to be incorporated and fiscally evaluated as a part of the estimated costs to ensure the client's needs are being met, while remaining within the project budget.

B&L proposes to provide the professional services for the construction document, bidding, and construction contract administration phases for the transformer vault modifications as follows:

Scope of Professional Services

Construction Document Phase

1. Attend a project kickoff meeting with the County designated project staff to review the goals and objectives of the project, establish lines of communication and the general coordination of the project.
2. Coordinate a site meeting with County and National Grid representatives to review the existing structure. At this meeting, document existing vault features to include structural, mechanical, and electrical disciplines that will need to be removed and/or terminated in advance of performing any modifications to the vault cover or vault structure. B&L will develop a cover plan and necessary details for the demolition and removal of the cover.
3. Physically survey (certified industrial hygienists) and sample suspect materials located in all safely accessible areas of the existing vault that could potentially be affected by the demolition or impacted by the modifications. Survey personnel will access and survey the facilities in coordination with representatives designated by the County. The facilities will be subject to a pre-demolition survey for asbestos-containing materials (ACM) in accordance with NYSDOL Industrial Code Rule 56 regulations.
    a. Our project design team will be responsible for planning, including the identification of design parameters, specifications, and drawings, the removal and disposal of ACM impacting the transformer vault modifications. The work is limited to the physical vault structure only and does not include any equipment or services associated with transformers belonging to National Grid.
    b. Asbestos containing material survey. Our proposed scope for this portion of the project will include the tasks described below:
        i. Review with project team members the proposed work scope and items impacting suspect or known ACM associated with the vault.

ii. Available reports from previous sampling will be reviewed. Results from previous sampling data will be referenced. We will collect bulk samples from identified suspect materials, not previously sampled or adequately defined, for laboratory analysis. We reserve the right to designate materials as ACM based on historical sampling records and/or as contaminated based on the inherent nature of the removals.

iii. Triplicate bulk samples will be collected from each homogeneous friable material in the affected areas. Triplicate sampling is recommended by the U.S. EPA as a means of reducing erroneous findings due to random variations in asbestos content in friable materials. Duplicate samples of non-friable organically bound (NOB) materials will be collected for analysis as required by the applicable regulations.

iv. Analysis of any surfacing materials is contemplated by standard PLM analysis only. We will notify the County if any surfacing material contains vermiculite as identified by the laboratory. If the surfacing material is determined to contain vermiculite, we will need to revisit the site and collect additional samples. Our fees do not include collection and analysis by this method.

v. Compile list of ACMs affected in the project area and provide to the project team.

4. Develop 35-percent schematic design documents and drawings to include:

   a. Preliminary site plan around the vault area and review of surface access to the vault and necessary site upgrades.

   b. Preliminary technical specifications for the removal of asbestos impacting the transformer vault modifications.

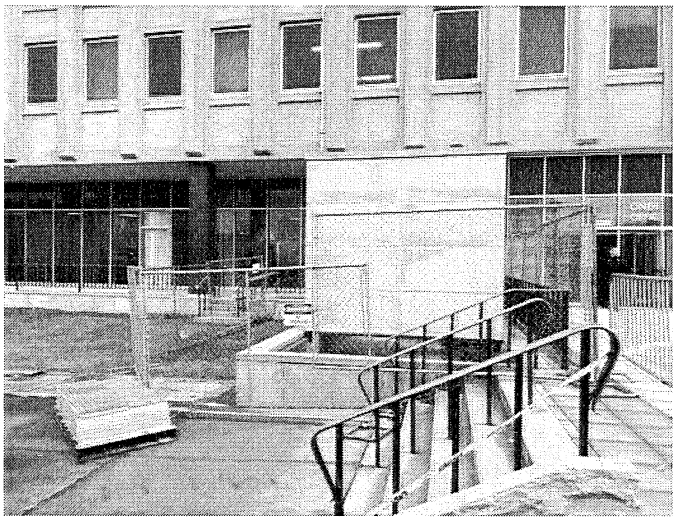
   c. Preliminary architectural review of safe access to the structure.

   d. Preliminary structural engineering design drawings of the vault modifications.

   e. Preliminary mechanical engineering design drawings of the HVAC systems.

   f. Preliminary electrical engineering design drawings including coordination with National Grid and necessary modifications to the distribution system.

5. Develop an opinion of probable construction costs for the 35-percent schematic design including bid alternatives that are under consideration.



6. Develop a preliminary project schedule showing the timeline for completing each phase of the project and construction of the necessary modifications to the structure.

7. Prepare and submit to the County and National Grid for review three copies of the schematic design documents to include 35-percent schematic drawings, proposed modifications, project schedule, and associated opinion of probable construction costs to the County for review and comment.

8. Attend one 35-percent design review meeting with designated County staff and National Grid to review the 35-percent schematic design documents. It is anticipated that the discussions and comments generated from this meeting will formulate the basis of design in moving forward with the subsequent design phase.

9. In general, provide the professional services associated with the continuation of the project design from the previously completed 35-percent schematic design and review comments received from the County and National Grid. Professional services include the design of site modifications, architectural, structural, mechanical and electrical systems for the vault modifications.

10. Develop 90-percent design development documents including drawings and outline specifications for the vault modifications.

11. Develop an updated opinion of probable construction costs for the overall project construction based on the 90-percent design development documents.

12. Submit to the County 90-percent design development documents for review and comment to include design decisions based on the 35-percent design development submission review and commentary, 35-percent complete drawings, outline specifications and projected project schedule.

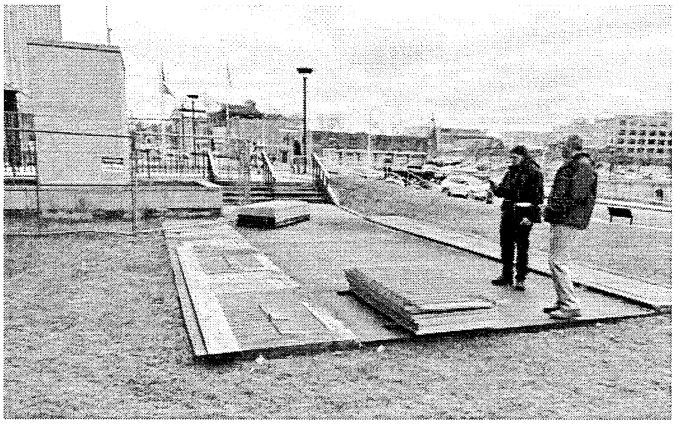
13. Participate in one, 90-percent design review meeting with designated County staff and National Grid to review the 90-percent design development documents and review comments generated.
14. Review comments received from the County and National Grid resulting from the 90-percent design development documents submission and incorporate those comments into the final project design. It is anticipated that any comments arising from this review will not require changes to the general basis of the project design.
15. Develop final construction documents including detailed technical specifications and New York State registered professional engineer stamped contract drawings. Drawings to be in AutoCAD format and specifications to be provided in modified CSI format (Microsoft Word).
16. Develop a final opinion of probable construction costs for the project construction based upon the final construction documents.
17. Develop the final construction schedule for the project.
18. Prepare compact disks with .PDF files of the final bid documents for distribution to potential bidders via B&L's online plan distribution website. As required, bid documents will be set up for a single lump sum general construction, mechanical construction, and electrical construction contract(s).

Bidding Phase

1. Prepare an advertisement for bid for submission to the County for publication in the County's official newspaper.
2. Attend a pre-bid meeting at the project site with the County and potential bidders.
3. Provide technical assistance during bidding, answering bidders' questions and providing addenda as required during the bidding period.
4. Assist the County with the review and evaluation of the bids received, tabulate the bids and submit a recommendation for the award of the contracts.

Construction Contract Administration Phase

1. Assemble conformed contract documents for each contract and prepare for contract signing by the County, County Attorney, and the contractors.
2. Attend a preconstruction meeting with the contractor(s) designated County staff and National Grid to review the project and associated schedule milestones, establish lines of communication, the shop drawing submittal process, and administrative coordination of the construction phase activities.
3. Provide general administration of the construction contracts to safeguard the interests of the County, provide clarifications to RFIs, coordinate changes in the work as they may occur, ensure that the intent of the contract documents is maintained, and oversee the general conformance of the project with the contract documents.
4. Review contractor provided shop drawings for conformance with the contract documents.
5. Conduct monthly job meetings at the project site to observe the progression of each contractor and their completed work and review the work for conformance with the contract documents. Compile meeting notes of each project meeting and distribute those meeting notes to each attendee and appropriate County staff.
6. Conduct site visits for observation and monitoring of on-site construction activities. In accordance with the requirements of the RFP, we have included 320 hours of on-site inspection time for the anticipated two-month construction duration.
7. Review contractor monthly payment applications for correctness in relation to the associated completed work and make recommendations to the County for payment.
8. Conduct a punchlist inspection of the work following substantial completion of contractor's work, identifying remaining work items or deficient items that require correction action or replacement.
9. A report summarizing our services will be issued at the completion of the project. The report will include pertinent data including, but not limited to, daily site logs, air monitoring data sheets, laboratory reports and air sample chain-of-custody forms. The report will be completed at the time and material rates for the project monitor.
10. Assist the County with the closeout of the project and assemble the completed construction drawings, guarantees, and closeout documentation for each contract.



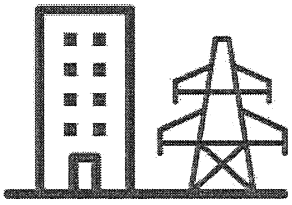
Technical Assumptions

1. Site design services include the design of necessary modifications to the existing site. The estimated disturbed site area is less than 1 acre. Therefore, in accordance with New York State Department of Environmental Conservation regulations, a Stormwater Pollution Prevention Plan (SWPPP) will not be required.
2. All field investigation will be performed in coordination with Oneida County. Full access to the vault space(s) will be provided by Oneida County through their confined space program as necessary.
3. This proposal assumes that any changes resulting from each of the review submission milestones will not require the wholesale redesign of previously completed engineering work. In the event that significant changes become necessary during the design process, B&L will immediately notify the County to negotiate an appropriate adjustment in fee at that time.
4. As necessary and as required by the necessary modifications, the project will be developed for separate contracts for each the various trades (general, mechanical and electrical) in accordance with New York State Wick's Law.
5. A construction period of two months is anticipated for this project. On this basis, a total of four biweekly job meetings/site visits (job meeting and site visit days to coincide).
6. B&L attempted to discuss this RFP with National Grid with no response from them. As such, our proposal is based on providing an at-grade cover system that is removable by remote rigging equipment. Our proposal does not include scope for a building or substantial above-grade structural elements to assist National Grid in removing proposed covers.
7. The RFP indicates an ADA-accessible structure is required. By definition, the vault cannot be made into an ADA-accessible space. Our approach, as part of the first site meeting with the County and National Grid, is to discuss the code-compliant options for accessing the vault.

Fees

Our fees for the services for each service are provided on the County's Exhibit H (attached) and are compliant with the RFP/addendum requirements. Fees are based on the assumptions that follow.

1. A separate lump sum fee for the provision of site-specific variances is provided. If necessary, we will prepare and submit site specific variances deemed required for the completion of the scope of work. It is recommended that the selected asbestos abatement contractor be responsible for the preparation, submission, and petition of any site variance considering the execution of work is their responsibility. B&L cannot be responsible for receiving approval of any petition for variance in whole or part or for any delays resulting from the preparation for, submission to, and review by the NYSDOL Engineering Services Unit (ESU). Final approval rests solely with the ESU.
    a. Our fee for this pay item includes the sampling and analysis of up to three different friable homogenous materials (nine total PLM friable analyses) and up to six (homogeneous NOB materials (12 total PLM NOB and 12 total TEM NOB analyses). Additional laboratory analysis shall be reimbursable at $12 for standard PLM friable, $22 for PLM NOB, and $37 for TEM NOB analysis. The rate includes sample shipping cost and analysis within 72 hours from receipt at the laboratory. Expedited analysis is available at an additional cost.
    b. Site specific variance: We have provided a separate lump sum fee for the provision of a site-specific variance application, if determined necessary. Typically, we recommend the selected asbestos abatement contractor be responsible for the preparation, submission, and petition for any site variance considering the execution of work is their responsibility.
2. Construction period project/air monitoring (pay item #3): We will provide air sampling and project monitoring as required by New York State Industrial Code Rule 56. This service will also include review of the contractor's required submittals identified by the technical specifications prepared by B&L. The required air sampling will include background sampling prior to the start of the project; daily perimeter sampling and project monitoring during removal and post-abatement clearance sampling. Project monitoring services will include observation and documentation of the contractor's activities on the project. The work will be conducted by an experienced industrial hygiene technician accredited as both a project monitor and air-sampling technician.
3. Full-time on-site construction observation services have been included for the duration of the construction phase. On-site time is assumed to be outside of the building and will be performed during normal working hours (i.e., 7:00 a.m. to 5:00 p.m.). Based on the contractor's performance, should additional on-site inspection effort be necessary for the project, B&L will provide the County with a supplemental proposal prior to performing any inspection beyond the time included herein.



SECTION 2

EXPERIENCE/QUALIFICATIONS OF PROJECT PERSONNEL AND FIRM

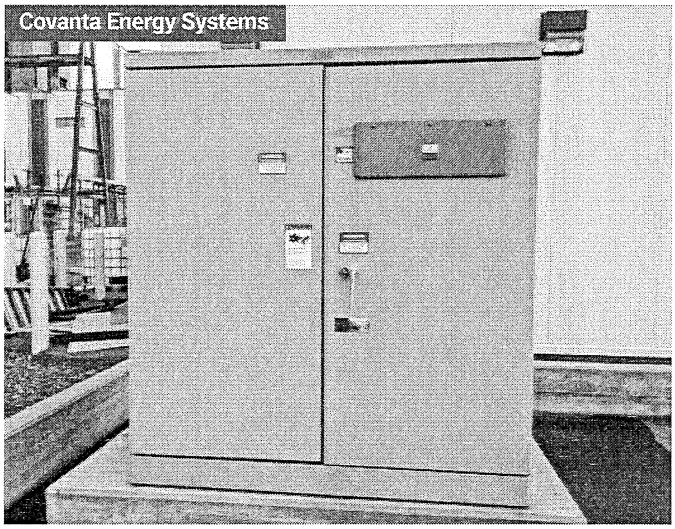
ONEIDA COUNTY
TRANSFORMER VAULT MODIFICATIONS

Barton&Loguidice

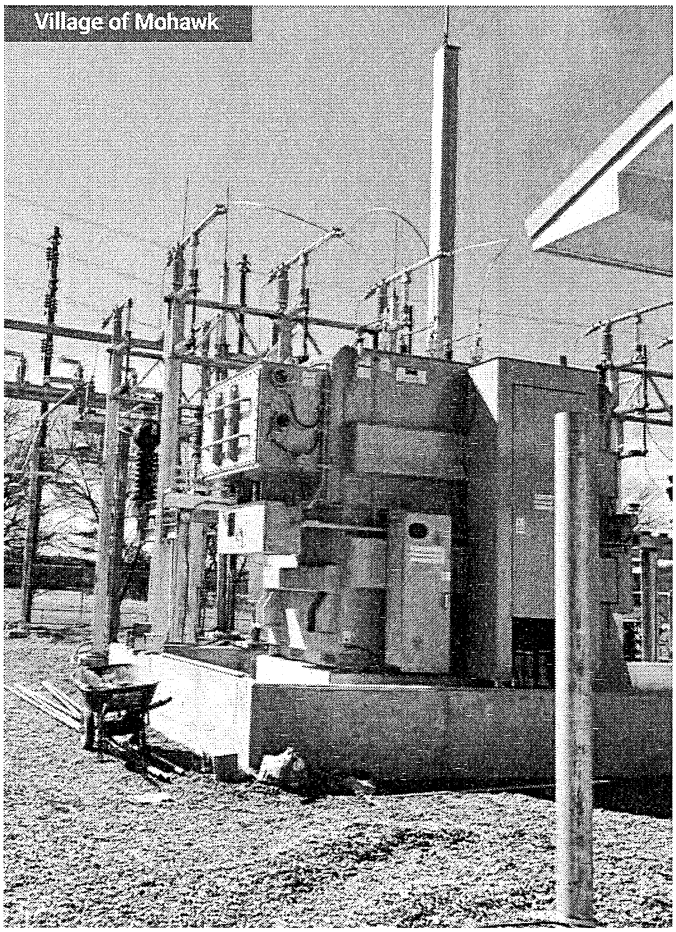
Section 2: Experience/Qualifications of Project Personnel and Firm

Previous Experience with Governmental Agencies

B&L primarily serves public sector clients ranging from local municipalities to county, state, and federal governments. We provide planning, design, and construction oversight and act in a review capacity as municipal engineer or advisor to assist with and oversee private, residential, commercial, and/or industrial developments within municipal boundaries. Our success has been built on strong lasting relationships with our clients that encourage a personal level of understanding related to the needs of the community, key local officials, and long-term goals of the municipality. As our primary focus is municipal engineering and planning, we do not typically provide civil or site engineering services to private developers, so as to limit the potential for conflicts of interest. Furthermore, we understand that municipal business is often conducted after typical work hours and that attending board meetings is an essential component of a successful municipal project. We are more than happy to meet after hours to provide municipalities with the support they need during these meetings.


Covanta Energy Systems

Cornell University

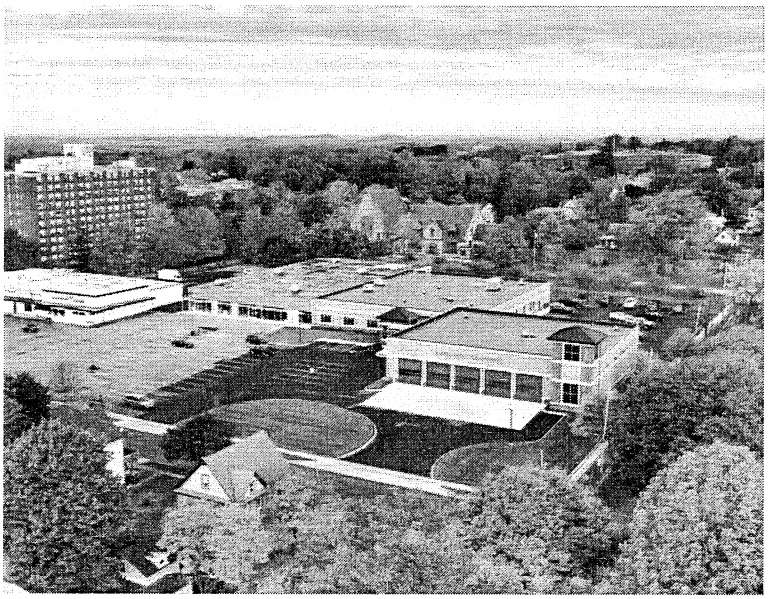

Village of Mohawk

Firm Overview and Relevant Qualifications

Barton & Loguidice, D.P.C. (B&L) has been engaged in the practice of professional engineering since 1961. B&L is a highly diversified planning, engineering, environmental science, and landscape architecture firm with a broad range of experience and expertise. Since our founding in Syracuse, New York, the firm has opened offices in Rochester, Buffalo, Albany, Somers, New Paltz, Binghamton, Plattsburgh, Watertown, and Utica, New York; Camp Hill and Pittsburgh, Pennsylvania; Annapolis and Baltimore, Maryland; Hartford, Connecticut; and Portland, Maine.

B&L employs a staff of more than 350, about one quarter of which are licensed professional engineers, and includes landscape architects, planners, geologists, green infrastructure specialists, environmental scientists, and construction support personnel.

Throughout our history, B&L has built its business primarily serving public sector clients ranging from the local municipal level (cities, towns, and villages) to county, state, and federal agencies. The firm operates within eight core practice areas as shown in the graphic below:



Facilities Engineering

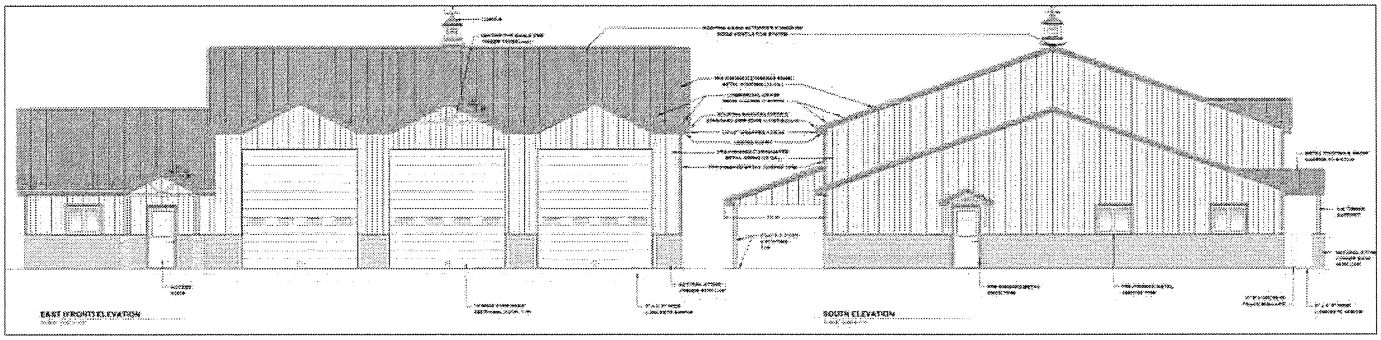
B&L takes advantage of the latest developments in areas such as energy efficiency, sustainable building design, computer networking infrastructure, and construction materials to provide a full range of facilities engineering services encompassing architectural, structural, mechanical, and electrical engineering and construction administration. Our facilities projects range from small renovations and structures to complex facility expansions and specialty work. Our clients include higher education, industrial, public safety, municipal, court, corporate and commercial, health care, K-12 education, and research and development institutions and facilities.

Our facilities engineers provide the following services:

Gas and Electric Power Distribution Systems

Barton & Loguidice has developed and deployed power distribution systems and renewable energy projects for decades. Our civil, electrical, and mechanical engineers have designed:

- Electrical and gas distribution systems;
- Transformers;
- Transmission lines;
- Switchgears;
- Metering systems;
- Emergency power generation systems including:
  - Gas,
  - Diesel fuel,
  - Steam, and
  - Methane gas;



- Interconnect facilities;
- Substations;
- Distributed generation; and
- Combined heat and power.

These designs have been implemented at many facilities, including water and wastewater, educational, municipal, medical, site, and roadway.

Architectural Services

Our architects provide a full range of professional services from preliminary layouts through construction contract administration, including programming and design of various types of buildings and facilities. These services include:

- Facility programming and planning;
- Feasibility studies;
- Building designs and additions;
- Interior and exterior renovations and additions;
- Interior design
- Space utilization;
- Program verification;
- Roofing systems;
- ADA, building code, and life safety review, analysis, and compliance;
- Green building design; and
- Digital visualizations.

Structural Engineering

Our structural engineers provide a full range of professional services, including design and analysis of various types of buildings and structures. B&L's design and analysis experience extends to a variety of structural materials including concrete, steel, masonry, and timber, among others. Our structural engineering services include:

- Structural, seismic, forensic, adaptive reuse, and parking structure analyses;
- Retrofit design for existing buildings;
- Existing facilities expansions;
- Post fire structural assessments;
- Structural evaluations for demolition or occupancy recommendations;
- Cantilever retaining structures;
- Sound reduction systems;
- Blast resistant structures;
- Duct and pipe support systems;
- Tanks and liquid storage reservoirs;
- New commercial and industrial building designs;
- Parking structure rehabilitations;
- Structural designs and analyses;
- Building foundations;
- Specialty foundations;
- Structural steel;
- Unsafe building evaluations;
- Reinforced concrete and masonry structures;
- Wood framed structures;
- Caissons;
- Concrete mats;
- Utility support systems; and
- Roof support system evaluations.

Mechanical Engineering

Our mechanical engineers and designers use their skill sets to design new mechanical systems and rehabilitate existing ones. In doing so, B&L can provide our clients with both improved environmental performance and economic returns. Our mechanical engineering services include systems and tasks such as:

- Institutional and commercial HVAC systems;
- Energy management systems;
- Steam and hot water boiler plants and heating systems;
- Geothermal systems;
- Fire protection systems;
- Plumbing systems;
- Chilled water plants;
- Utility and process piping;
- Pumping systems and control;
- Building energy management systems;
- Chiller and boiler replacement projects;
- HVAC updates;
- Ventilation management;
- Equipment installations;
- Code analyses; and
- Energy systems designs, analyses, and efficiency improvements.

Electrical Engineering

Our electrical engineering team includes LEED® certified professionals who can perform life cycle cost analyses for energy efficient lighting and alternative power generation technologies. Our capabilities include:

- Lighting and lighting controls design and engineering;
- Power distribution systems;
- Primary service;
- Data distribution and infrastructure;
- Generation and transmission;
- Power generation and transmission;
- Cogeneration facility siting and design;
- Power quality and reliability analyses;
- Energy assessments and audits;
- Thermal and electrical load modeling;
- Peak load reductions;
- Energy management systems;
- Energy efficient lighting;
- Performance optimization;
- NYSERDA FlexTech contracting;
- Uninterruptible power systems;
- Emergency and critical systems power generation;
- Substations and switchgear;
- Power supply planning;
- Carbon footprinting;
- Photovoltaic (solar) power systems;
- Landfill gas to energy electrical design support;
- Medium voltage switchgear replacement design;
- Fire protection, fire alarm, security, and telecommunications design;
- Installed systems inspections;
- Interior and exterior lighting systems;
- Control systems;
- Overhead and underground distribution design;
- National Electrical Code, Building Code of New York State, and National Fire Protection Association Code review, analysis, and compliance;
- Power system studies and analyses;
- Programmable logic control (PLC) design;
- Instrumentation and telemetry system design;
- Variable frequency drive (VFD) and motor control design; and
- Supervisory control and data acquisition (SCADA) design.

Utility Coordination

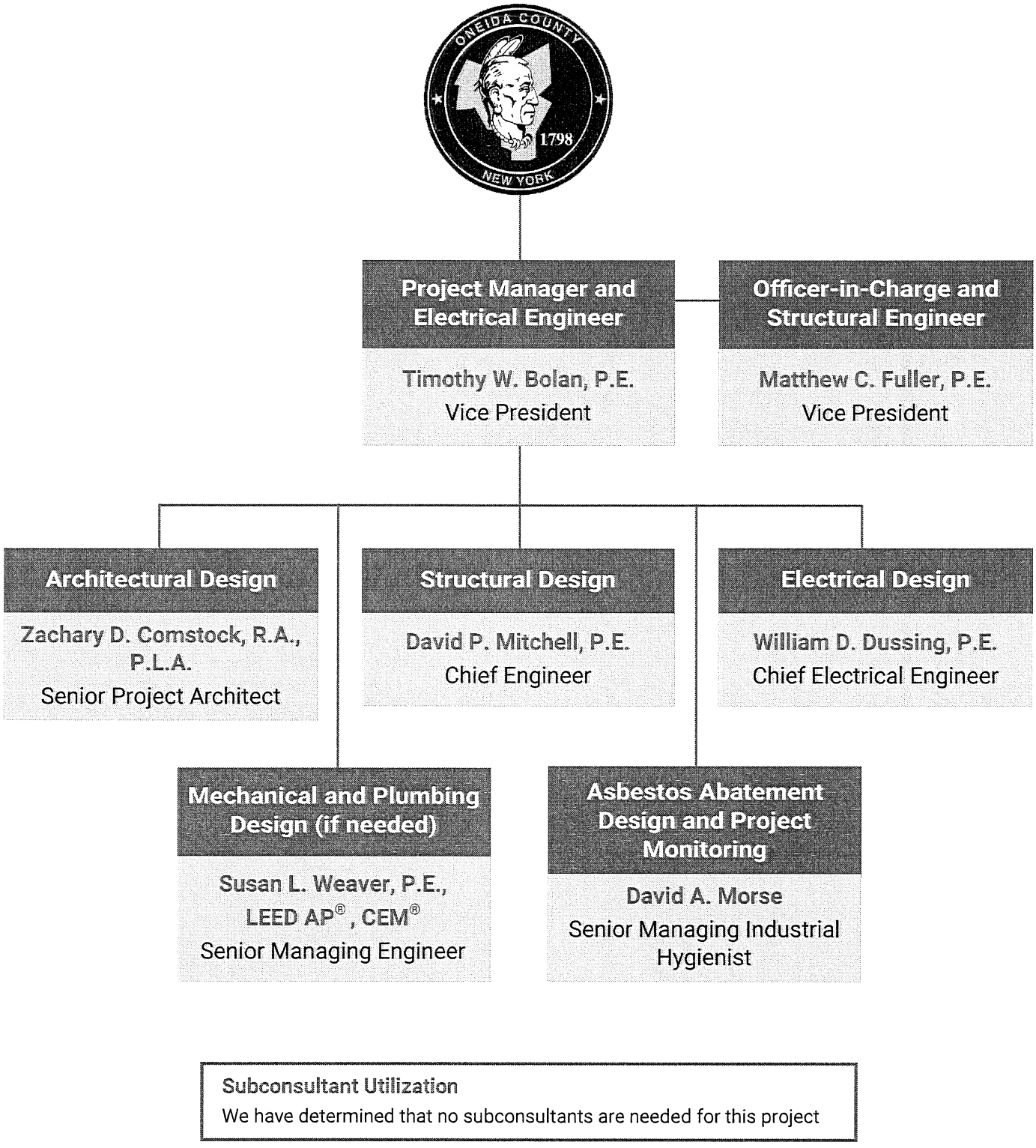
It is important to coordinate with utility owners from the early stages of preliminary design through final design. We typically do so using coordination meetings, at which relocation plans and schedules are developed. These meetings paired with subsurface investigations, visual observations, and review of as-built drawings and utility maps allow us to identify existing utilities and avoid surprises during construction. We can generally design new highway components – such as drainage, lighting, and streetscapes – around existing infrastructure to minimize utility relocations wherever feasible. We do this by anticipating potential utility design measures and including them in conceptual cross section renderings. When these renderings are prepared in a way that includes subgrade conditions for utility locations in reference to improvements, possible relocations, and necessary utility protections, they can increase project efficiency by showing which utilities are present, which may still be needed, and where planned site elements are in conflict with pre-existing utilities.

Asbestos and Hazardous Building Material Services

Our asbestos and hazardous building materials investigation services support our renovation, demolition, and redevelopment projects. We perform thorough hazardous materials surveys and investigations for many clients, using methodologies and products that support material abatement design and bidding phase services.

We work with design teams to integrate remedial services into the project scope in a way that meets state education department requirements. We have seen the negative effects substances such as asbestos and lead paint can have, particularly on children, and are dedicated to providing survey, investigation, and remediation services that help create a healthier learning environment for generations to come.

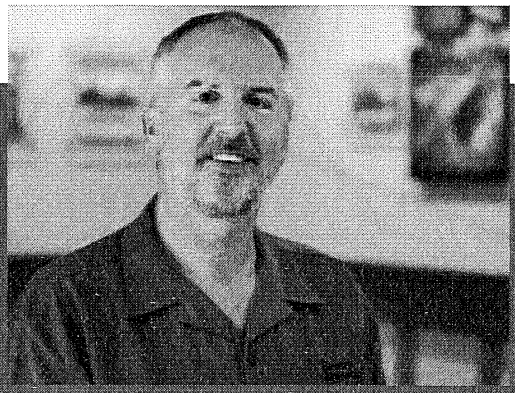
Project Organization Chart



Subconsultant Utilization
We have determined that no subconsultants are needed for this project

Timothy W. Bolan, P.E.

Vice President



Years of Experience: 37

Education: B.S., Electrical and Computer Engineering, Clarkson University, 1987

Professional Registrations: Professional Engineer: New York, Pennsylvania, Connecticut, Maine, Maryland, North Carolina, New Hampshire, Florida, Virginia, Massachusetts, New Jersey, Delaware, Oklahoma, Georgia, Ohio

Summary

Mr. Bolan has extensive facility-related electrical design and electrical operations experience involving industrial, municipal, private, and federal clients. He is in charge of facilities electrical design staff. He also has experience in the operations and maintenance of a large industrial electrical and site utility system consisting of two 30 MVA 115kV-4.16 kV substations and extensive 4.16kV secondary site distribution and switchgear systems.

Relevant Project Experience

Electrical System Upgrades, Chenango Valley State Park, NYS OPRHP, Chenango Forks, New York

B&L investigated conditions, developed recommendations for electrical distribution improvements for the New York State Parks Recreation and Historic Preservation (NYS OPRHP). B&L also provided design and construction administration services to consolidate three utility services to a single medium voltage service. Improvements included removing nearly all the existing overhead primary and secondary distribution and undergrounding nearly a mile of 15kV cable to serve the entire campus. Mr. Bolan served as the project manager of the assessment project and the design/CA project. The new electrical distribution system included several pad-mounted transformers, pad-mounted switchgear, new secondary switchboards/ panelboards and several above grade sectionalizing tap cabinets.

East Avenue and Campus Road Underground Utility Rerouting, Cornell University, Ithaca, New York

The underground electric distribution system along Campus Road and East Avenue included a mix of 2.4kV and 13.2kV circuits installed in over 20 conduits that entered aging and deteriorated Manhole 19. B&L collaborated with Cornell to determine how to route the primary feeders while minimizing site disruption and completing the project in a tight construction period. One of the more challenging aspects was determining how the new duct bank could be constructed without having to shut the road down or impacting existing circuits. B&L designed a new nine-way duct bank could be installed in the limited space available. This required rework of existing storm sewer structures and close coordination with all utility owners. The design ultimately included replacement of seven medium voltage circuits as well as installation of four additional temporary circuits. In addition, B&L's design included traffic protection and management, tree protection plans, site restoration design and phasing plans profiles that included detailed evaluation of potential underground interferences throughout the phases of construction. Mr. Bolan served as the quality assurance/ quality control manager and officer-in-charge of the project.

Phillips Hall, Electrical Upgrade Services, Cornell University, Ithaca, New York

Cornell University retained B&L to construct a completely new electrical substation service after identifying several deficiencies in the existing system in Phillips Hall. B&L achieved the following goals to update the building's system: removal and implementation of a new 15kV loop and transformer feed switch, removal of transformers, evaluated configuration and code of distribution board, replaced secondary switchgear, designed new primary feeder to serve new switch, and installation and modification of feeders connecting loads to secondary distribution. B&L also provided equipment and circuits for current and future loading, conducted a power systems analysis and provided ancillary upgrades for the electrical room. Mr. Bolan was the officer-in-charge for this project.

Emergency Power Generation System Installation, Oneida County, Utica, New York

B&L provided design and construction administration services to install a new emergency generator system to provide electrical backup for the entire facility. The project will include a 4.16 kV, 2 MW, No. 2 fueled emergency generator system, 4.16 kV transfer switch, and interface to the existing No. 2 fuel oil storage system. The project also includes a short circuit and coordination protective device coordination study to coordinate system protective relaying and interlock systems with the utility (National Grid/Niagara Mohawk).

Matthew C. Fuller, P.E.

Vice President

Years of Experience: 35

Education: B.S., Civil Engineering, Rochester Institute, 1987; A.A.S., Civil Engineering Technology, SUNY at Delhi, 1984

Professional Registrations: Professional Engineer: New York, Pennsylvania, New Jersey, Connecticut, Maine, Maryland, North Carolina, Delaware, Oklahoma, Georgia

Summary

Mr. Fuller is a practice area leader of the structural and architectural staff in the Facilities Practice Area and is the responsible design professional for project procurement, engineering design, specification, supervision and management of various civil, structural and architectural facilities engineering projects.

Structural Engineering

Mr. Fuller oversees structural engineering projects that include repairs and upgrades to structural concrete systems, building demolition, inspection reports for parking garage structures, safe-load carrying capacity determination, building code required unsafe structural evaluations of building structures, light pole assessments, structural damage and condition assessments, rehabilitation of and expansion to structural systems and extensions to platform systems.

Relevant Project Experience

Village Hall Building Renovations, Village of Ellenville, New York

B&L provided architectural design and engineering services to convert a vacant 25,000 square foot bank building into Village office space on the ground, first, and second floors, and renovate the third, fourth, and fifth floors to be leased to other municipalities or private businesses. B&L also designed the mechanical, plumbing, and electrical components of the renovation. Mechanical design included hot water heating system and ventilation duct system modifications. Plumbing design included fixtures, supply piping, drainage work, and vent piping. Electrical design included interior electrical, fire detection, and lighting upgrades. This work included new, energy efficient, motion detection-activated stairwell lights, and LED exit signage.

New Town Municipal Building Project, Town of Seneca Falls, New York

B&L was retained by the Town of Seneca Falls to provide professional services for developing programming, schematic design development and construction documents for a new single-story municipal facility. The proposed facility will house Town offices, the police department, and Town Court administration. B&L provided site/civil, architectural, structural, mechanical, and electrical engineering design for the new facility.

Town of Russia Highway Garage, Poland and Cold Brook, New York

The Town of Russia retained B&L to prepare a Shared Municipal Services Incentive (SMSI) grant application for the Town, and the Villages of Poland and Cold Brook to share a highway garage facility located on an undeveloped property owned by the Town. B&L was successful in obtaining funding for the project and was then retained to design the new facility, a single-story, 14,000 square foot pre-engineered timber building complete with administrative office space, break room, locker rooms, radiant floor heating, underground fuel oil tank, vehicle exhaust, power distribution, lightning protection and grounding system.

Building Conversion to a Highway Garage, Town of Van Buren, New York

B&L performed a comprehensive conditions assessment that included a survey for asbestos containing materials as required by New York State Department of Labor to convert a vacant 25,200 square feet paint ball facility into a Town highway garage. The project included architectural, structural, mechanical and electrical upgrades that consist of the installation of wall openings and framing for eight new overhead doors, a new concrete slab-on-grade complete with under-slab vapor barriers and in-floor radiant heating, new boiler systems, vehicle bay exhaust systems, concrete filled steel pipe bollards, and exterior approach aprons. Additionally, a new HVAC system will be installed and plumbing improvements, including trench drains, backflow preventer, and trench drains in the garage and enclosed wash bay area(s).

Zachary D. Comstock, R.A., P.L.A.

Senior Project Architect

Years of Experience: 21

Education: B.L.A., Landscape Architecture, SUNY College of Environmental Science and Forestry

Professional Registrations: Registered Architect: New York; Professional Landscape Architect: New York

Summary

Mr. Comstock is experienced in site design, planning, zoning, and environmental services. His architectural experience includes building design, renovations, space programming, architectural detailing and managing building construction projects. He has worked on all project stages including:

- **Pre-design:** project programming; site and existing building analysis; project cost and feasibility studies; review of planning and zoning regulations.
- **Design:** schematic design, drawings and renderings, construction cost estimates, construction documents, material selection, project specification, and manuals.

Relevant Project Experience

Saratoga Springs DPW Garage Dispatch Building Renovations, Saratoga County, New York

B&L's Facilities Practice Area provided design services and preliminary construction documents for pricing purposes for an existing DPW garage dispatch building that was damaged due to a fire and is currently being demolished except for the basic steel wall and roof structure, concrete foundations and slab. Mr. Comstock provided architectural services and coordination with mechanical, plumbing and electrical engineers related to the design and preliminary construction documents based on the new architectural layout for the building including drawings, code review, demolition plan, new floor and equipment platform plan layouts, exterior and alternate option elevations, typical and alternate wall sections, details, finish schedules and specifications for bidding purposes.

Town of Brutus and Village of Weedsport Combined Town and Village Hall Feasibility Report, Cayuga County, Weedsport, New York

B&L provided a Combined Town and Village Hall Feasibility Report with design scheme options and cost opinions for the construction of new combined facility. This included the observation and documentation of the existing facility, space program, staff interviews and site analysis. Mr. Comstock coordinated with the engineering team and provided architectural design scheme drawing options for a combined facility as well as separate facilities along with costs opinions. The report provide background information on each of the current facilities, current space deficiencies were identified, current facility services were documented, existing and proposed space programs were generated to base the combined facility design on and an equipment inventory was performed.

Altamont Fire Department and Village Hall Veneer Assessment Report, Albany County, Altamont, New York

B&L provided a veneer assessment report with design scheme options and cost opinions for the existing Fire Department and Village Hall for the Town of Altamont. This included the observation and documentation of the existing facility and the failure of the brick veneer along the front façade due to poor drainage and air movement behind the veneer system which has caused the brick and mortar to fail. Mr. Comstock coordinated with the engineering team and provided architectural design scheme drawing options utilizing various building veneer selections and combinations to improve the facades aesthetics as well as solve the veneer failure issues. This included providing cost opinions, technical descriptions, existing photo documentation which was compiled into a draft report for the clients consideration to determine the feasibility for anticipated construction improvements.

Columbia Greene Community College – Capital Improvement Projects

Columbia Greene Community College retained B&L as subconsultant to JMZ Architects & Planners, to provide the site/civil, structural, mechanical, electrical and plumbing engineering services for a $16 million capital improvements program at the Community College campus. Projects included a new 8,200 square foot construction technology educational center, HVAC upgrades and replacements throughout the campus, new and renovated restroom facilities, fire protection systems, new 4,000 square foot cold storage facility and new roofing systems.

David P. Mitchell, P.E.

Chief Engineer

Years of Experience: 33

Education: B.S., Structural Design and Construction Engineering Technology, Pennsylvania State University, 1991

Professional Registrations: Professional Engineer: New York, and Pennsylvania

Summary

Mr. Mitchell specializes in structural engineering and manages structural and civil engineering projects in the Facilities Practice Area of B&L. He is responsible for the scoping, costing, design, and quality control of various structural and facilities engineering projects. His engineering skills have been used on projects encompassing the analysis and design of new and existing building structures, wastewater storage tanks, bridge superstructures and foundations, and other structures.

Relevant Project Experience

Highway Garage, Town of Russia and Villages of Poland and Cold Brook, New York

B&L prepared a Shared Municipal Services Incentive (SMSI) grant application for the Town and the Villages of Poland and Cold Brook to share a highway garage facility located on an undeveloped property owned by the Town. B&L successfully obtained funding for the project and then designed the new facility. The design included a single-story, 14,000 square foot, pre-engineered timber building with administrative office space, break room, locker rooms, radiant floor heating, underground fuel oil tank, vehicle exhaust, power distribution, lightning protection, and grounding system. Mr. Mitchell served as a structural engineer for this project.

Municipal Building Reconstruction Project, Town of Seneca Falls, New York

Mr. Mitchell served as a structural engineer for programming, schematic design, final design, and construction phase services for the renovation of the Seneca Falls Municipal Building, which was damaged by fire. B&L integrated sustainable design practices into the final design, comparing and evaluating building systems and materials throughout the design process. The space program study included the departments that were affected and relocated after the renovation work and involved forecasting future personnel, space and office equipment standards; projecting future space needs; and providing adjacency diagrams that served as the basis of the preliminary design. B&L provided site/civil, architectural, structural, mechanical, plumbing, fire protection, electrical, lighting, and telecommunication design.

Justice Center, City of Oneida, New York

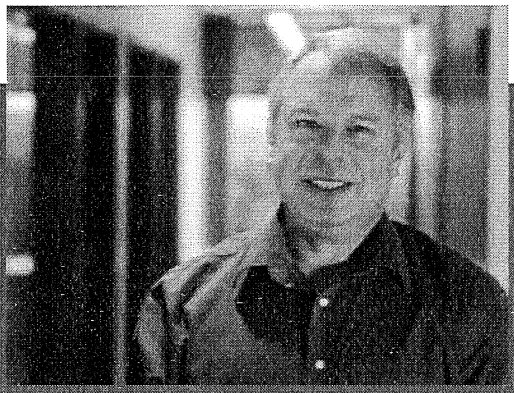
As a teaming partner with the project architect, Mr. Mitchell served as B&L's structural engineer for engineering services for the renovation of the former commercial retail building into the new City of Oneida Justice Center. The project included architectural, structural, mechanical, electrical, and plumbing renovations to convert the single-story structure into the City of Oneida Court and Police Department. The project design included coordination with the Office of the New York State Unified Courts System and City Police Department for specific security requirements, data communications, and material finishes and aesthetics.

City Hall and Police Building Roof Replacements, City of Canandaigua, New York

Mr. Mitchell served as a structural engineer for construction contract documents and technical specifications for the roof upgrades to the facilities. The City hall roof project included removal of approximately 3,800 square feet of existing deteriorated and damaged metal roofing, gutters, flashings, and sheathing. The installation included new sheathing, vented insulation board, machine rolled standing seam metal roofing, flashings, gutters, storm guards, roof scuttle, and all other related items for a weather tight installation. The police department building roof project included removal of 2,500 square feet of stone ballast and loose-laid EPDM membrane, gravel stops, and flashing. The installation included new mechanically fastened recovery board, fully adhered EPDM membrane, gravel stop, and all other related items necessary for a complete and weather tight installation.

William D. Dussing, P.E.

Chief Electrical Engineer



Years of Experience: 39

Education: A.A.S., Mechanical Technology - Onondaga Community College

Professional Registrations: Professional Engineer: New York, Maryland

Summary

Mr. Dussing is experienced in power system and protection engineering including protective device application, protective device coordination, short circuit, arc flash, system planning and feasibility studies, including interfacing with local utilities and governing agencies. He is experienced in Schweitzer Relay Logic including:

- Design, layout and integration of: new and upgrades to existing electrical utilities, substations, in-plant, underground & aerial distribution systems, electrical facilities upgrades, protective relaying, voltage conversions and grounding systems.
- Specifications for high, medium, and low voltage circuit breakers, switchgear, transformers, substations, and system upgrades, grounding systems and retrofit projects.
- Project management, marketing, and opinion of probable construction cost estimates for electrical power system upgrade projects and installations.
- Project management and engineering associated with testing, assessment and repair of high voltage, medium voltage and low voltage power circuit breakers, load tap changers, voltage regulating equipment, switchgear, transformers and protective relaying.

Relevant Project Experience

15kV Receiving Station Switchgear and Relaying Upgrades and Integration, Corning Inc., Sullivan Park, Painted Post, New York*

Mr. Dussing designed 12.47kV receiving station relay upgrade and duplicate 16 feeder breaker receiving station switchgear. This project affectively doubled the capacity of the facility. Included in this project was removal of existing and the installation / integration of micro-processor based relaying schemes, the implementation of multiple configuration switching, bus differential protection and auto transfer schemes using SEL relays and mirrored bits communication. The final configuration was a main tie lineup with 31, 12.47kV feeders.

115kV/34.5kV OCB Replacement, Upgrade, and Integration, AES Cayuga, Westover, and Greenidge Generating, and NYSEG*

Mr. Dussing designed the removal of existing aging and overdutied oil circuit breakers and installation and integration of new SF6 and vacuum circuit breakers.

Power System Study, Heorot-Somerset, Barker, New York*

Mr. Dussing performed a facility-wide power system study for the 728 MVA generating station, including system modeling, short circuit analysis, protective device settings and coordination, as well as Arc Flash Analysis. The study included the 345kV Utility POI, 24kV generation and isophase equipment, 13.8kV, 4160V auxiliary equipment, ending at the 480V bus fed from each 480V unit substation.

Unit 1 & Emergency 480V Aux Switchgear Replacement, Heorot-Cayuga, Lansing, New York*

Mr. Dussing performed design for the disconnect and removal of the existing 1954 vintage air frame switchgear and its replacement with a combination of 480V power switchgear, protective relaying and motor control centers. Existing 480V power transformer, power feeders and control systems were documented and interconnected with the new equipment.

System 1 Plant Power System Study, Novelis Aluminum, Oswego, New York*

Mr. Dussing performed a plant-wide power system study, including system modeling, short circuit analysis, protective device settings and coordination, as well as arc flash analysis. The study included the 115kV service entrance, 13.8kV, 2400V equipment, ending at each 480V unit substation.

***Work completed prior to B&L**

Susan L. Weaver, P.E., LEED AP®, CEM

Senior Managing Engineer

Years of Experience: 33

Education: B.S., Mechanical Engineering, Binghamton University, 1997

Professional Registrations: Professional Engineer: New York

Summary

Ms. Weaver has extensive experience conducting and managing mechanical engineering projects. She has participated in a number of HVAC, mechanical, alternative energy source studies, and alternative fuel system projects. Her areas of expertise include design and specification of HVAC systems, boiler and chiller systems, geothermal systems, alternative fuels, and industrial ventilation/pollution control systems.

Ms. Weaver is responsible for the design and oversight of mechanical systems on a variety of commercial, municipal, and industrial projects. Her services on these projects have encompassed initial feasibility studies, preliminary planning and programming, City communication and coordination, design development, final engineering design and review, bidding assistance, and construction phase services. Ms. Weaver has performed mechanical engineering services at various facilities including:

- Municipal building,
- Emergency training facilities,
- Maintenance facilities,
- Transit facilities,
- Water pollution control facilities,
- Fueling stations,
- Historic sites,
- Industries, and
- Institutions.

Relevant Project Experience

Emergency Power Generation System Installation, Oneida County, Oriskany, New York

B&L provided design and construction administration services to install a new emergency generator system to provide electrical backup for the entire facility. The project will include a 4.16 kV, 2 MW, No. 2 fueled emergency generator system, 4.16 kV transfer switch, and interface to the existing No. 2 fuel oil storage system. The project also includes a short circuit and coordination protective device coordination study to coordinate system protective relaying and interlock systems with the utility National Grid/Niagara Mohawk. Ms. Weaver served as mechanical engineer.

New Town Municipal Building Project, Seneca Falls, New York

B&L provided professional services for developing programming, schematic design development and construction documents for a new single story municipal facility. The proposed facility will house Town offices, the police department, and Town Court administration. B&L provided site/civil, architectural, structural, mechanical, and electrical engineering design for the new facility.

Highway Garage Facility-Existing Building Conversion, Town of Van Buren, New York

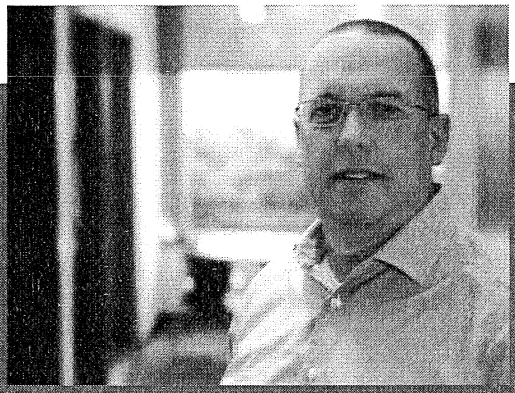
B&L provided the site, structural, mechanical, plumbing and electrical engineering services associated with the renovation of an existing building to convert to the Town garage facility. Renovations included new concrete floor, indoor storage of Town vehicles and equipment, maintenance bay, wash bay, in-floor radiant heating system with boilers and circulation system, ventilation, vehicle exhaust capture system, oil/water/sand interceptor, and other associated renovations.

Justice Center, City of Oneida, New York

As a teaming partner with the project architect, Ms. Weaver served as B&L's project manager for engineering services for the renovation of the former commercial retail building into the new City of Oneida Justice Center. The project included architectural, structural, mechanical, electrical, and plumbing renovations to convert the single-story structure into the City of Oneida Court and Police Department.

David A. Morse

Senior Managing Industrial Hygienist



Years of Experience: 32

Education: A.A.S., Natural Resource Conservation, SUNY Morrisville, 1988; A.A.S., Civil Engineering, SUNY Mohawk Valley, 1993

Professional Registrations: New York State Department of Labor/EPA Asbestos Project Monitor/Asbestos Designer/Asbestos Project Inspector/Asbestos Management Planner/Asbestos Air Sampling Technician, EPA Certified Lead Risk Assessor

Summary

Mr. Morse conducted a multitude of asbestos material surveys in a variety of commercial, industrial and residential environments; including multi story office buildings, manufacturing plants, power plants, and schools. Work included site investigations, material sampling, material assessment, report generation, and identifying ACM on computer generated floor plans.

Relevant Project Experience

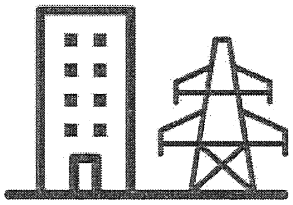
Asbestos and Lead Services, Hancock Field Development Corporation, Syracuse, New York
As project manager for Hancock Airpark site clearance project, Mr. Morse performed site surveys for asbestos and lead and other hazardous materials, and prepared contract specifications for removal, disposal, and demolition for 137 buildings.

Removal of Asbestos Containing Building, Middletown Community Campus, Middletown, New York
B&L removed and disposed of asbestos contaminated building material, rubble, waste and debris from the 31-34 Bolles Avenue site on the Middletown Community Campus. The site contained an abandoned patient care building and was subject to a fire in 2015. The building consisted of a three story brick building portion and single story masonry addition and was reduced to a rubble pile by the fire and firefighting activities. The resulting ACM contaminated pile is to be removed and disposed of in its entirety. The project also includes the capping of several reported subgrade steam pipe tunnels, sewer, electrical and water utilities, site backfill and limited site restoration/ seeding.

FEMA Buy-Out – Asbestos Abatement and Demolition Project, Village of Ilion, New York
As a result of the declared disaster, designated as 4129-DR-New York, the Village applied for and received Hazard Mitigation funding from the Federal Emergency Management Agency (FEMA) and the NYS Department of Homeland Security and Emergency Services (NYSDHSES) to acquire 33 properties in an area of the Village that floods along Steele Creek. The Village completed demolished the structures on the affected properties and will hold the area as undeveloped space. B&L conducted all asbestos abatement and construction oversight during the work. The formerly flood prone housing now serves as green space throughout the Village.

Asbestos and Lead-based Paint Investigations, Herkimer-Fulton-Hamilton-Otsego BOCES, Herkimer, New York
Mr. Morse performed asbestos and lead-based paint investigations and removal design for renovations to the building. Mr. Morse also provided sampling and removal documents for the mercury containing sports flooring in the gymnasium.

Asbestos and Lead-based Paint Investigations, Oneida-Herkimer-Madison BOCES, New Hartford, New York
Mr. Morse performed asbestos and lead-based paint investigations and asbestos removal design work for renovations/additions to the building.



SECTION 3

CREDENTIALS OF FIRM

ONEIDA COUNTY
TRANSFORMER VAULT MODIFICATIONS

Barton&Loguidice

Section 3: Credentials of Firm

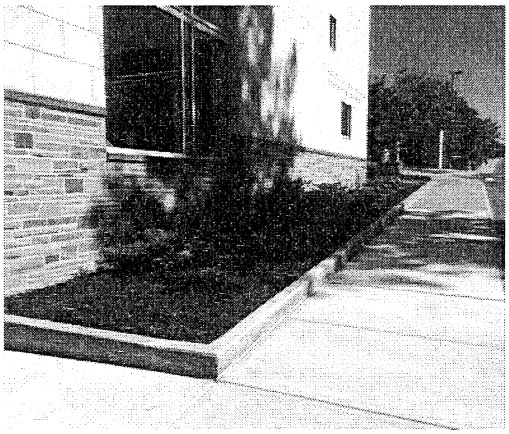
Relevant Projects and References

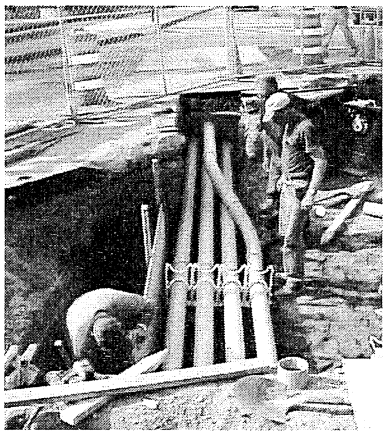
A sampling of B&L's relevant experience is detailed on the following pages. Each project description is accompanied with a reference you may contact should you wish to learn more about the project and our performance throughout it.

Cornell University

Electrical Ductbank

Ithaca, New York





Client Contact:
Tammi Aiken, Civil Engineer
Cornell University
Humphreys Service Building,
Room 125E
Ithaca, New York 14853
607-255-8314
tba1@cornell.edu

Total Project Cost: $750,000

Completion Date: 2016

The underground electric distribution system along Campus Road and East Avenue included a mix of 2.4kV and 13.2kV circuits installed in over 20 conduits that entered aging and deteriorated Manhole 19.

- Age and condition of the existing infrastructure: The underground electrical distribution system had exceeded its useful life and further repair efforts would not have been able to significantly improve conditions.
- Location of manhole: The manhole was located in a bus lane which made it difficult to maintain and led to its increased deterioration, including the need for additional reinforcement to prevent it from collapsing.
- Cable rated for less than 13.2kV: The electrical feeder system includes 13.2kV and 2.4kV circuits. Having underground cable rated for less than 13.2kV limits potential electrical upgrade options. The campus saw this as an opportunity to upgrade the ratings of the existing 2.4kV cables to allow migration to 13.2kV in the future.
- Active college campus: Construction could only take place during the summer semester with the roads being continuously open to traffic.

B&L collaborated with Cornell to determine how to route the primary feeders while minimizing site disruption and completing the project in a tight construction period. One of the more challenging aspects was determining how the new duct bank could be constructed without having to shut the road down or impacting existing circuits.

It was determined that a new nine-way duct bank could be installed in the limited space available. This required rework of existing storm structures and close coordination with all utility owners.

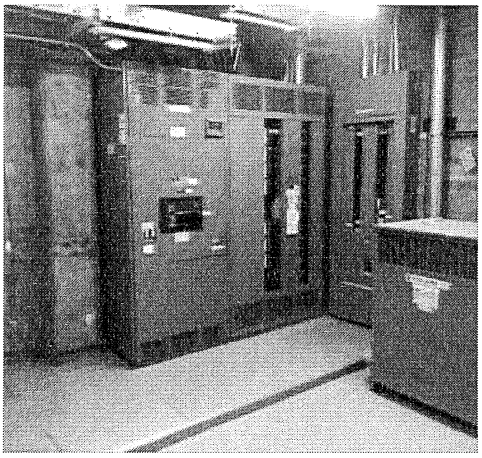
The design included replacement of seven medium voltage circuits as well as installation of four additional temporary circuits. Additional conduit was provided for future use. B&L provided the following services:

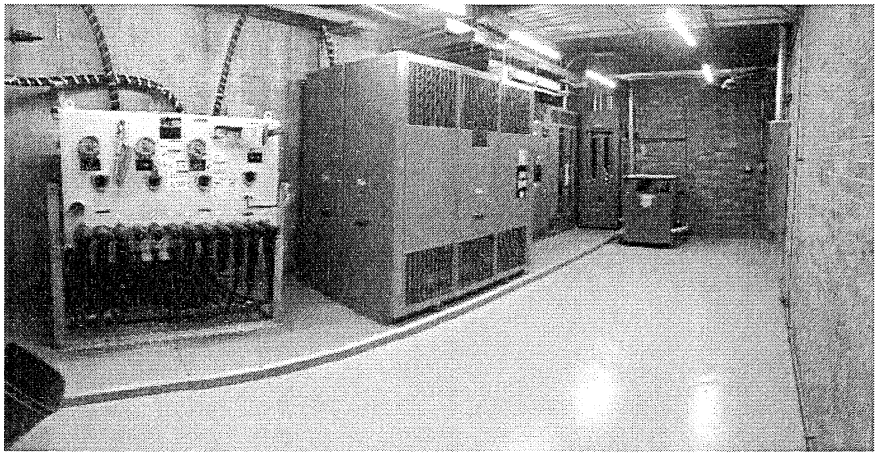
- Profile and plan for the new duct bank. This included an incremental phasing plan and evaluation of potential underground interferences.
- Duct bank sections and waterproofing details
- Specifications for new 15kV cable
- Tree protection plans
- Traffic management and work zone protection plans
- Site restoration plans
- Bid phase services including review of all bids and meetings with contractors
- Construction phase services including attendance at job meetings, issuance of bulletins, oversight of construction progress, and generation of final punchlists.

Cornell University

Electrical Service Upgrade, Philips Hall

Ithaca, New York





Phillips Hall is the School of Electrical and Computer Engineering building for the Cornell College of Engineering. The building includes a mix of laboratories, offices, lecture rooms, and classroom spaces on levels one through four.

The University identified several deficiencies with the existing main electrical systems (primary and secondary) in Phillips Hall, requiring completely new electrical substation service.

Cornell retained B&L to provide engineering and construction administration services for the Phillips Hall project, including achievement of the following primary goals:

- Remove and provide a new 15 kV loop and transformer feed switch
- Remove the three 13.2kV-277V transformers in the transformer vault
- Remove the three 13.2kV-120V transformers in the transformer vault
- Evaluate the configuration and code compliance of the existing 480Y/277V distribution board located in the transformer vault and replace
- Evaluate the configuration and code compliance of the existing 208Y/120V distribution board located in the transformer vault and replace
- Replace the existing 208Y/120V main building secondary switchgear

Client Contact:
Deb Melanson, Senior Project Coordinator
Cornell University
Humphreys Service Building, Room 125E
Ithaca, New York 14853
607-227-0407
dem5@cornell.edu

Total Project Cost: $800,000

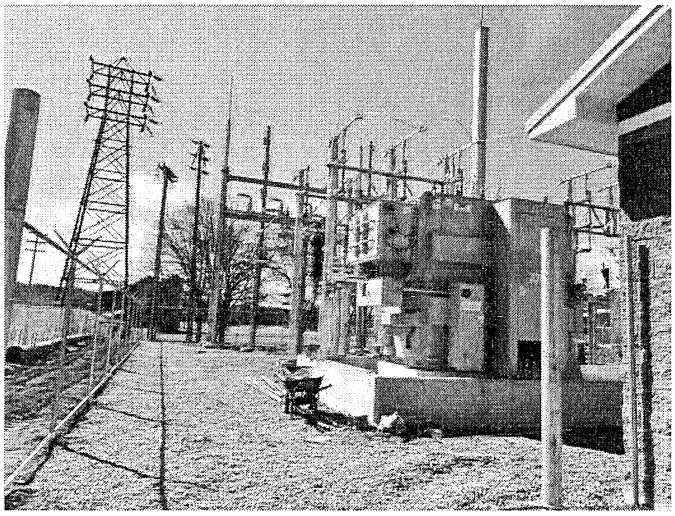
Completion Date: 2016

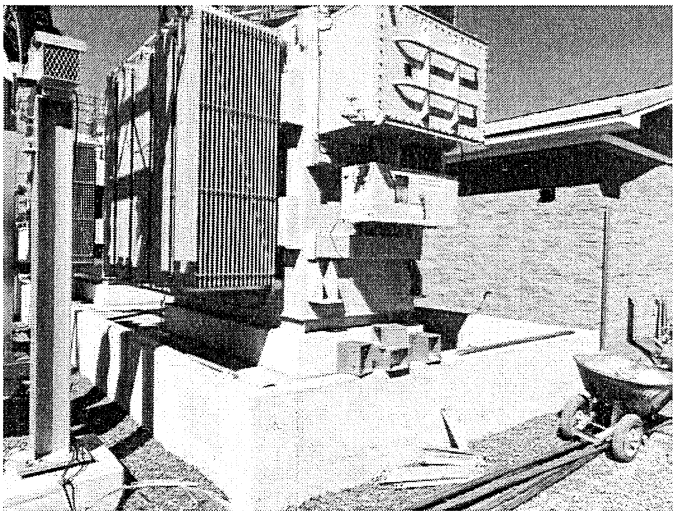
- Design of new 13.2kV primary feeder to serve new switch
- Install new transformers as required to provide 480Y/277V and 208Y/120V at Phillips Hall
- Installation and modification of feeders to connect all existing loads to new secondary distribution
- Evaluate transformer vault room ventilation and make modifications as appropriate
- Provide equipment and circuits sized appropriately for current and future loading
- Provide a power systems analysis consisting of short circuit, coordination, and arc flash studies; all new feeder circuit breakers will coordinate with all upstream primary and downstream protective devices
- Install new university revenue metering
- New ancillary electrical room upgrades such as: grounding, lighting, and doors

Village of Mohawk

Substation Replacement

Mohawk, New York





B&L designed and is managing construction for the replacement of the electrical substation for the Village of Mohawk. The substation is being constructed on the existing substation property. The project is funded through the Governor's Office of Storm Recovery, NY Rising Community Reconstruction Program, and Federal Emergency Management Agency Hazard Mitigation Grant Funding.

The electrical substation is located at the northern end of North Richfield Street in the Village of Mohawk along the Mohawk River. The substation is adjacent to Route 5S and is close to where Fulmer Creek empties into the Mohawk River. The facility was inundated with water during the summer 2013 flooding. This project relocated the substation to a higher elevation and thus protect it from future flooding.

The initial stage of this project was a preliminary analysis phase. This included topographic survey, conceptual layouts, code review of flood elevations, archeological survey, and a letter report. This phase allowed for up-to-date mapping and an agreed-on basis of design for the project.

B&L staff visited the site to confirm the locations and alignments of the various utilities using visual observations and information with interviews with the Village staff and National Grid staff. This site work was critical to determine arrangement of new electrical feeders and temporary connection locations.

Client Contact:
Michael Shedd
Electric, Water, and Sewer Co-Supervisor
Village of Mohawk
28 Columbia Street
Mohawk, New York 13047
315-866-4170
mohawkmuni@hotmail.com

Total Project Cost: $5.5 million

Completion Date: 2023

The final design consists of a new substation building with two, 7.5 MVA transformers; three, 46 kV air switches; fused cut-outs; dual metering; indoor switchgear; gas-fueled backup generator; site lighting; and ancillary equipment required to operate the Village's electrical substation. The new building and equipment are being installed at an elevation of 396 feet which is two feet above the 100-year flood elevation and approximately 8 feet above the current substation.

Construction was completed in September 2023. B&L provided construction administration services for the project.

Demonstrated Ability to Keep Projects on Schedule

Our firm has demonstrated our ability to maintain design schedule to meet financial goals for many of our municipal clients. Design deliverables are tracked for appropriate delegation of the work. Bid advertisements are accommodated by the owner's schedule for opening and timely recommendation of award for the project. Construction document schedules and milestones are tracked and documented, and notice is provided when the contractor schedule, which is beyond our control, is impacted. Unforeseen conditions that are presented are diligently attended to and are prioritized to facilitate construction operations and project completion.

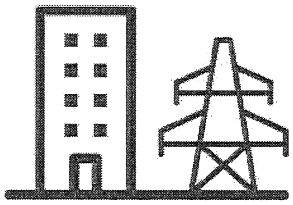
Schedule and budget control are two of the most important aspects of project management. From kickoff to completion, our team will ensure that our understanding of your goals and objectives is clear and accurate. We believe that the strongest projects emerge from collaboration between the consultant, the client, and all relevant stakeholders. As part of this relationship, we will keep you up to date on the project's progress and promptly alert you to any issues that may affect the schedule or budget. Our project manager will be responsible for tracking these items and ensuring that our team is meeting your schedule and budget milestones.

Project Schedule

B&L proposes to provide Oneida County with professional design services and construction administration as defined in the scope of services with the following dates for the progression of this project. We propose to comply with the following milestone schedule:

Milestone Task	Duration	Completion Date
Proposals Due	*	January 12, 2024
Project Authorization	*	February 16, 2024
Project Initiation Phase	1 week	February 19 to February 23, 2024
Project Kickoff Meeting w/ County	*	February 21, 2024
Site Assessment/ACM Surveys	1 week	February 26 to March 1, 2024
35% Design Development	3 weeks	March 4 to March 22, 2024
35% Design Development Submission	*	March 22, 2024
Review Meeting	*	March 27, 2024
90% Design Development	4 Weeks	April 1 to April 26, 2024
90% Design Development Submission	*	April 26, 2024
Review Meeting	*	May 1, 2024
100% Design Development	2 weeks	May 6 to May 17, 2024
100% Design Development Submission	*	May 17, 2024
Review Meeting	*	May 22, 2024
Final Construction Document Submission	7 days	May 23 to May 31, 2024
Bidding Phase	4 weeks	June 3 to June 28, 2024
Pre-Bid Meeting	*	June 12, 2024
Bid Opening	*	June 28, 2024
Bid Review and Award	5 weeks	July 1 to August 2, 2024
Sign Construction Contracts	*	August 7, 2024
Pre-Construction Meeting	*	August 7, 2024
Construction Phase	3 months	August 7 to November 7, 2024
Construction Completion – Project Closeout	1 week	November 7 to November 15, 2024

This schedule reflects a general project schedule based on the tasks of the scope of services. Where feasible and with the County's concurrence, our team will look to accelerate the evaluation phase and accelerate the project completion.



SECTION 4

LEVEL OF EFFORT

ONEIDA COUNTY
TRANSFORMER VAULT MODIFICATIONS

Barton&Loguidice

Section 4: Level of Effort

Commitment of Assigned Personnel to the Project

Project Approach and Management Philosophy

Our approach is always based on a simple philosophy: to provide quality services, on time, within budget, and with no surprises. We provide repeat services to the majority of our clients, attesting to our commitment and the strength of the relationships we forge.

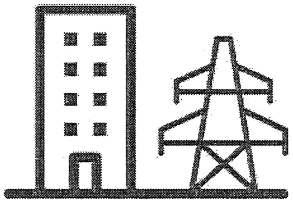
Our senior staff members have been trained in project management philosophy and adhere to the guiding components: compliance to scope, budget, scheduling, and quality requirements. With limited funding and fiscal constraints, we believe that good project management leads to:

- **Fiscal responsibility:** Prudent and targeted use of available funding to meet project objectives and standard requirements. The ability to stay within budget is paramount to deeming a project as successful.
- **Scope adherence:** We have a thorough and respected understanding of the processes and procedures in place as a project progresses, including those under the locally administered federal aid process.
- **Schedule maintenance:** With tracking tools and forward thinking, we schedule our tasks with the logic of parallel progression so that key needs and critical milestones come together, allowing for expeditious processing and forward project movement.
- **Quality services:** Adherence to standards is never compromised. The ability to provide added value to our clients is what separates Barton & Loguidice from the pack. Our existing client base has noted us as responsive and responsible, two attributes that mean quality service.

Current Workload and Availability

Key members of the B&L team are currently working on, or have recently been designated on, the following projects. We are providing **Scoping (S), Preliminary Design (P), Final Design (F), and Construction Contract Administration (CA)** for these projects. All B&L team members have the availability to allocate time to the Oneida County—Transformer Vault Modifications project.

Project	Client	% Complete (Phase)
Greene County Courthouse Annex	Thaler Reilly Wilson Architecture & Preservation	10% (CI)
Residential Dropoff Facilities	Greene County	35% (F)
Police and Courts Study	Town of Rotterdam	25% (P)
DPW Cold Storage Facility	Oneida County	95% (S)
Satellite Highway Maintenance Facility	Rensselaer County	25% (P)
Upgrades to the Recycling Facility	Tompkins County	Bidding Phase
Municipal Building Replacement	Village of Barker	50% (CI)
New DPW Highway Garage Facility	Town of Rotterdam	30% (P)
Resource Recovery Facility Vehicle Replacement Project	Monroe County	Bidding Phase



SECTION 5

FEE PROPOSAL

ONEIDA COUNTY
TRANSFORMER VAULT MODIFICATIONS

Barton&Loguidice

APPENDIX H

FEE PROPOSAL

We submit the following fee proposal for Professional Consulting Services to complete all services identified in the PROJECT DESCRIPTION and SCOPE OF SERVICES section of this Request for Proposal, upon the terms and conditions contained herein:

Pay Item 1., Basic Services		
$ 92,400.00	Lump Sum Fee $43,400 Design and Bidding, $49,000 Construction Phase	
Pay Item 2., On-Site Project Representation		
$ 134	Hourly Rate, Project Representative	
$ 134	Overtime Hourly Rate, Project Representative	
$ 186	Hourly Rate, Job Title:	Sr. Managing Industrial Hygienist
$ 128	Hourly Rate, Job Title:	Sr. Inspector
$	Hourly Rate, Job Title:	
$	Hourly Rate, Job Title:	
Pay Item 3., Asbestos Abatement Project Monitoring		
$ 60	Hourly Rate, Project Monitor	
$ 70	Overtime Hourly Rate, Project Monitor	
$ 1,800	Each, Site Specific Variance	
$ 12/18	Each, PCM Air Sample* (24 hr./<24/hr)	
$ 75	Each, TEM Air Sample* (24 hr.)	

By signing below, I hereby certify that I have the authority to offer this proposal to the County of Oneida for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Submitted By

Barton & Loguidice, D.P.C.
(Legal Name of Person, Firm or Corporation)

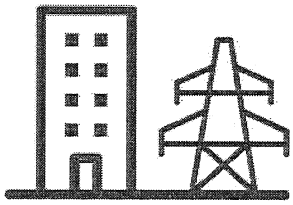
Name: Matthew C. Fuller

Title: Vice President

Signature: M. Matthew C Fuller

Date: 1/11/2024

(SIGN AND RETURN WITH PROPOSAL)



APPENDIX

REQUIRED FORMS

ONEIDA COUNTY
TRANSFORMER VAULT MODIFICATIONS

Barton&Loguidice

APPENDIX B

NON-COLLUSION CERTIFICATION

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

b) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

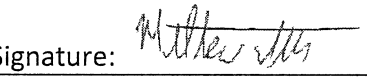
This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Barton & Loguidice, D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Matthew C. Fuller

Title: Vice President

Signature: 

Date: January 5, 2024

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX C

CORPORATE RESOLUTION

It is hereby resolved that Matthew C. Fuller is authorized to sign the bid or proposal of this Corporation for the following project:

Bid Reference No ####
TRANSFORMER VAULT MODIFICATIONS

and to include in such bid or proposal the certificate as to non-collusion required by section One Hundred Three (103D) of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by:

Barton & Loguidice, D.P.C.

Corporation at a meeting of its Board of Directors on the 5th day of January, 2024.

BARTON & LOGUIDICE, D.P.C. CORPORATE SEAL 2013 NEW YORK

(Secretary)

APPENDIX D

IRAN DIVESTMENT ACT - CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

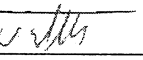
I certify under penalty of perjury that the foregoing is true.

Submitted By

Barton & Loguidice, D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Matthew C. Fuller

Title: Vice President

Signature: 

Date: January 5, 2024

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX E

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION FORM FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

Barton & Loguidice, D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Matthew C. Fuller

Title: Vice President

Signature:

Date: January 5, 2024

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX F

STATEMENT ON SEXUAL HARASSMENT IN ACCORDANCE WITH NEW YORK STATE LAW

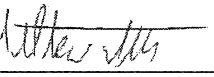
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By

Barton & Loguidice, D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Matthew C. Fuller

Title: Vice President

Signature: 

Date: January 5, 2024

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX G

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
   a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

CERTIFICATION OF THE PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

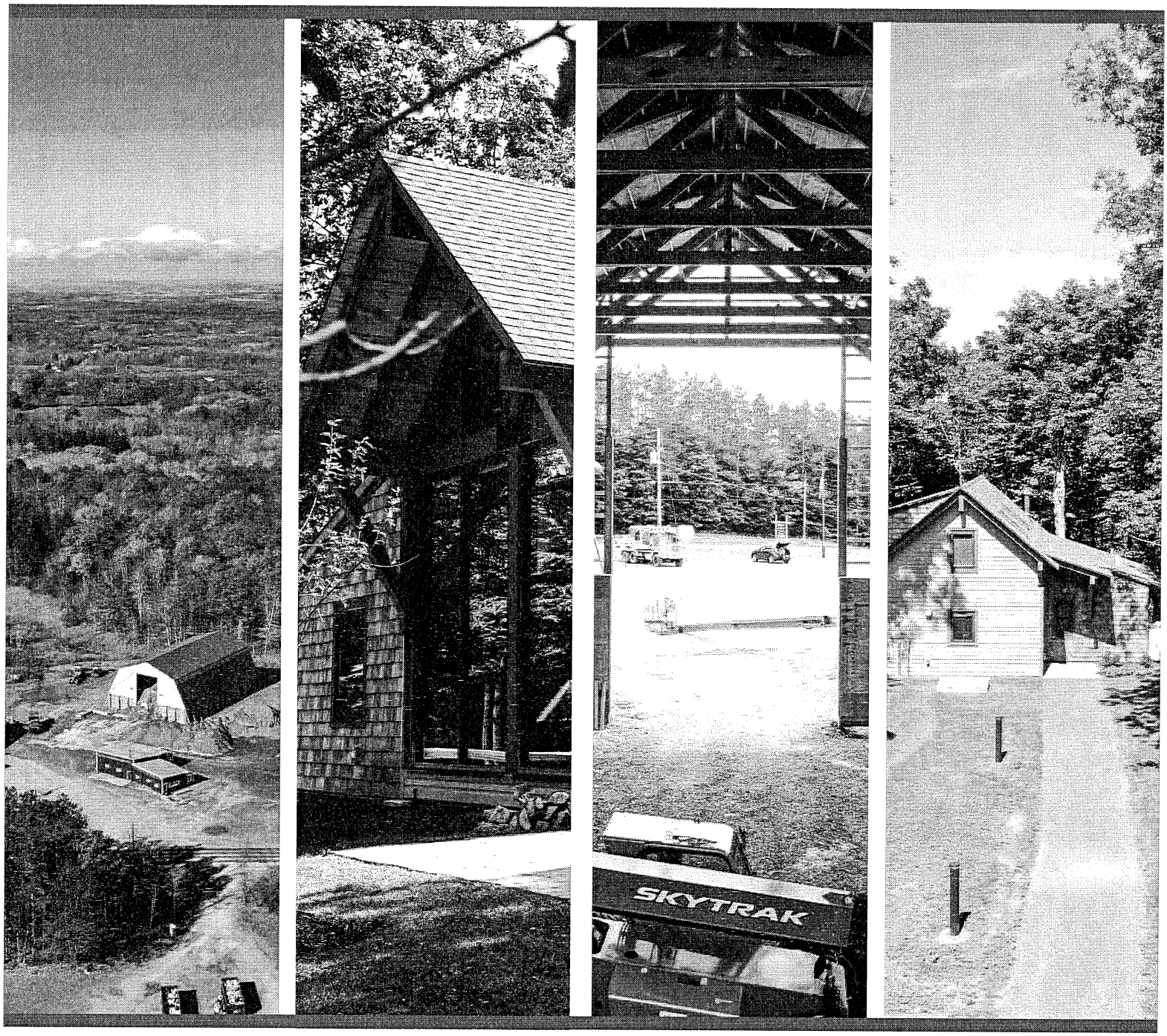
The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County

Matthew C. Fuller	Vice President
Name (Print)	Title
Matthew Fuller	January 5, 2024
Signature	Date

(SIGN AND RETURN WITH PROPOSAL)

Barton
&Loguidice



The Experience to **Listen.** The Power to **Solve.**

bartonandloguidice.com

AIA® Document B207™ – 2017

Standard Form of Architect's Services: On-Site Project Representation

for the following PROJECT:
(Name and location or address)

Transformer Vault Modifications – Oneida County Office Building
800 Park Ave, Utica, NY 13501

THE OWNER:
(Name, legal status and address)

County of Oneida a New York municipal corporation
800 Park Ave, Utica, NY 13501

THE ARCHITECT:
(Name, legal status and address)

Barton & Loguidice, D.P.C a New York domestic professional services corporation
70 Genesee Street, Suite 100, Utica, NY 13502

THE AGREEMENT
This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement), contract Number H2458499
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ON-SITE PROJECT REPRESENTATION SERVICES

3 ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION

6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION
The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.
(List below information, including conditions or assumptions that will affect the Architect's performance.)

Attachment B, Request for Proposal, Transformer Vault Modifications-Oneida County Office Building, dated November 2023

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document must be used with an owner-architect agreement where the architect provides construction administration services. This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.
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User Notes:
(1400136056)

ARTICLE 2 ON-SITE PROJECT REPRESENTATION SERVICES

§ 2.1 The Architect shall provide the On-Site Project Representative(s) indicated below at the Project site to assist in providing the Architect's Construction Phase Services described in the Agreement and the On-Site Project Representation Services described herein:
(Identify the On-Site Project Representative(s) the Architect will provide and their contact information.)

To Be Determined

§ 2.2 The Architect shall not change the On-Site Project Representative(s) without the Owner's approval, which shall not be unreasonably withheld.

§ 2.3 The On-Site Project Representative(s) shall be located at the Project site in accordance with the following schedule:
(Insert the days per week, hours per day, schedule duration, and other relevant information.)

To Be Determined

§ 2.4 The On-Site Project Representative(s) has authority to perform the Architect's Construction Phase Services described in the Agreement, subject to the limitations listed in this section, and all the On-Site Project Representation Services described herein:
(Identify services described in the Agreement that the On-Site Project Representative does not have authority to perform.)

None

§ 2.5 The On-Site Project Representation Services described herein do not create responsibility on behalf of the Architect or the On-Site Project Representative(s) for construction means, methods, techniques, sequences, or procedures; job site safety precautions and programs; or acts or omissions of others, beyond the responsibilities set forth in the Agreement.

§ 2.6 The On-Site Project Representative(s) shall attend the following meetings:
(Identify meetings the On-Site Project Representative(s) is required to attend and include requirements, if any, for documentation of such meetings.)

All Project Meetings

The On-Site Project Representative(s) shall also attend any other meetings at the Project site as necessary to perform the On-Site Project Representation Services described herein.

§ 2.7 The On-Site Project Representative(s) shall maintain at the Project site access to records necessary to provide the Construction Phase Services described in the Agreement and the On-Site Project Representation Services described herein. The On-Site Project Representative(s) shall make such records available to the Owner upon reasonable notice.

§ 2.8 The On-Site Project Representative(s) shall observe tests and inspections required by law or the Contract Documents, and the Architect shall report the results to the Owner as required in the Contract Documents.

§ 2.9 At the Owner's request, the On-Site Project Representative(s) shall observe materials and equipment located off site, but only for the limited purposes of checking for conformance with the design concept expressed in the Contract Documents and evaluating such materials and equipment for a Certificate for Payment. The Architect shall be reimbursed for all additional costs associated with such observations, including travel expenses and payroll costs.

§ 2.10 The On-Site Project Representative(s) shall periodically review the Contractor's construction schedule, and the Architect shall alert the Owner to conditions that may affect the Contractor's ability to complete the Work in accordance with the schedule.

§ 2.11 The On-Site Project Representative(s) shall periodically review documents and samples the Contractor is required to maintain at the site, and the Architect shall notify the Owner of any apparent failure by the Contractor to maintain up-to-date records.

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User Notes: (1400136056)

§ 2.12 The On-Site Project Representative(s) shall keep a written log of activities that occur at the Project site for each day that the On-Site Project Representative(s) is present at the site. The daily logs will capture the information necessary to create the monthly progress reports required in Section 2.13, and shall include a record of:

.1 the nature and location of Work being performed;
.2 weather conditions;
.3 meetings attended;
.4 conditions that may delay the Project;
.5 the status of the construction schedule;
.6 tests and inspections performed; and
.7 other:
(List other items the On-Site Project Representative shall include in the daily logs.)

§ 2.13 On a monthly basis, or as otherwise agreed to between the Architect and Owner, the On-Site Project Representative(s) shall submit written progress reports to the Owner, which include the following:

.1 a summary of Work completed for the period;
.2 a status report regarding the Project schedule;
.3 a copy of the current submittal schedule and a status report regarding submittals, including a summary of those remaining and outstanding;
.4 status reports for requests for information, Change Orders, minor changes in the Work, and Construction Change Directives;
.5 a summary of tests and inspections performed for the period;
.6 a status report of nonconforming and rejected Work;
.7 a copy of daily logs for the period;
.8 a summary of Contractor Applications for Payment and the Architect or On-Site Project Representative's action on each;
.9 a status report of known activities pertaining to governmental or other authorities having jurisdiction over the Project;
.10 a summary of off-site observations, if any, including materials and equipment stored or fabricated off-site;
.11 representative photographs of the Work; and
.12 other:

§ 2.14 Other On-Site Project Representation Services:
(Describe other On-Site Project Representation Services provided by the Architect.)

None

ARTICLE 3 ADDITIONAL SERVICES

Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the On-Site Project Representative(s) or the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide an office at the Project site for the On-Site Project Representative's use, which includes utilities, internet access, access to restroom facilities, parking, heating, air conditioning, and ventilation. The Owner shall provide furnishings and office equipment as follows:
(List furniture, computers, printers, etc.)

To Be Determined

§ 4.2 The Owner shall inform the Contractor of any limitations of authority of the On-Site Project Representative(s) listed in Section 2.4.

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User Notes: (1400136056)

ARTICLE 5 COMPENSATION

§ 5.1 If not specifically addressed in the accompanying Owner-Architect Agreement, the Owner shall compensate the Architect for the On-Site Project Representation Services described in Article 2 as follows:
(Insert amount of, or basis for, compensation.)

Attachment C, Professional Services Proposal of Architect, dated January 12, 2024

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Attachment C, Professional Services Proposal of Architect, dated January 12, 2024

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus Five percent (5 %), or as otherwise stated below:

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: On-Site Project Representation are as follows:

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Additions and Deletions Report for

AIA® Document B207™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:35:56 ET on 04/01/2024.

PAGE 1

Transformer Vault Modifications – Oneida County Office Building
800 Park Ave, Utica, NY 13501

...

County of Oneida a New York municipal corporation
800 Park Ave, Utica, NY 13501

...

Barton & Loguidice, D.P.C a New York domestic professional services corporation
70 Genesee Street, Suite 100, Utica, NY 13502

...

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the ~~Agreement) dated the day of in the year~~ Agreement), contract Number H2458499

...

Attachment B, Request for Proposal, Transformer Vault Modifications-Oneida County Office Building, dated November 2023

PAGE 2

To Be Determined

...

To Be Determined

...

None

...

All Project Meetings

PAGE 3

None

...

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User Notes: (1400136056)

Attachment C, Professional Services Proposal of Architect, dated January 12, 2024

...

Attachment C, Professional Services Proposal of Architect, dated January 12, 2024

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus Five percent (5 %), or as otherwise stated below:

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User Notes: (1400136056)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicholas DiGennaro, P.E., CFM, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:35:56 ET on 04/01/2024 under Order No. 3104240041 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B207™ – 2017, Standard Form of Architect's Services: On-Site Project Representation, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (1400136056)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Matthew Mullard	
Brown & Brown MA 107 Audubon Rd Wakefield MA 01880	PHONE (A/C, No, Ext): (781) 245-5400	FAX (A/C, No): (781) 245-5463
	E-MAIL ADDRESS: kathleen.rullo@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Fire Insurance Company of Hartford	20478
INSURER B :	Valley Forge Insurance Company	20508
INSURER C :	The Continental Insurance Company	35289
INSURER D :	Travelers Casualty and Surety Company of America	19038
INSURER E :		
INSURER F :		

INSURED: Barton & Loguidice, D.P.C.
443 Electronics Pkwy
Liverpool NY 13088

COVERAGES **CERTIFICATE NUMBER:** 2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Cross-Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6017222821	04/24/2023	04/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6017222852	04/24/2023	04/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y		6017222849	04/24/2023	04/24/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6017222835	04/24/2023	04/24/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Prof. Liability Pollution Liability			107877467	07/20/2023	07/20/2024	PER CLAIM AGGREGATE	5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering Consulting Services
Oneida County and all others required are included as additional insured to the extent allowed on the blanket additional insured endorsements included on the above listed policies. Includes 30-day notice of cancellation.

CERTIFICATE HOLDER

Oneida County
800 Park Ave
Utica NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

April 10, 2024

FN 20 24-226

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

Enclosed is a contract for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.89 Oswego Road over Fish Creek, located in the Town of Vienna, New York.

On January 17, 2024, the Oneida County Board of Legislators approved an intermunicipal agreement with the Town of Vienna granting Oneida County the authority to act as project sponsor. A combination of Federal, State and local funding will provide funding to reimburse the County for 100% of the costs of this project.

In accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects, the Town of Vienna solicited an Expression of Interest (EOI) from each consulting firm on the NYSDOT Region 2 LDSA County list. Each EOI was reviewed on a qualifications basis by a committee appointed by the Town. After all proposals were reviewed, it was determined that C & S Engineers, Inc. is the most qualified consultant for this project.

On February 21, 2024, the Board of Acquisition & Contract awarded the contract to C & S Engineers, Inc., to provide plan and specification design services for the aforementioned project in an amount not to exceed $410,000.00. Oneida County will be reimbursed in the amount of 100% of the costs of this project, with 95% coming from the State of New York (administering federal funds) and 5% coming from the Town of Vienna. The contract term commences upon execution, and will terminate upon the completion of the work, and no later than December 31, 2033.

Please consider the attached agreement, and if it meets with your approval, forward the same to the Board of Legislators for its consideration.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-16-24

Oneida County Department: Public Works

Competing Proposal _____ Only Respondent _____ Sole Source RFP _____ Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	C & S Engineers, Inc. 499 Col. Eileen Collins Blvd. Syracuse, New York 13212
Title of Activity of Service:	Consultant Services Agreement PIN2754.89, H2458699
Proposed Dates of Operation:	Start on Execution – 12/31/2033
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed contract is for design services for a Locally Administered Federal Aid Transportation Project for PIN 2754.89 Oswego Road over Fish Creek, located in the Town of Vienna, New York.

On January 17, 2024, the Oneida County Board of Legislators approved an inter-municipal agreement with the Town of Vienna granting Oneida County the authority to act as project sponsor. Oneida County will be reimbursed in the amount of 100% of the costs of this project, with 95% coming from the State of New York (administering federal funds) and 5% coming from the Town of Vienna.

Proposals were solicited from qualified consultants and responses were evaluated. On February 21, 2024, the Board of Acquisition & Contract awarded the contract to C&S Engineers, Inc., to provide design services for the aforementioned project in the amount of $410,000.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-DPW-038 (H-557)
	Total Funding Requested:	$ 410,000.00
	Oneida County Dept. Funding Recommendation:	$410,000.00
Proposed Funding Sources	Federal/State:	$389,500.00
	Town:	$20,500.00
	County:	$0

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement"), effective upon the date of its full execution ("Effective Date"), is by and between the County of Oneida ("County"), a New York municipal corporation with its principal office at 800 Park Avenue, Utica, New York 13501, and C & S Engineers, Inc. ("Consultant"), a New York domestic business corporation with its principal place of business at 499 Colonel Eileen Collins Boulevard, Syracuse, New York 13212. The County and the Consultant are each a "Party" and together, the "Parties."

WITNESSETH:

WHEREAS, the County is the project sponsor for the Town of Vienna for a New York State Bridge NY program project for the rehabilitation of a bridge—Bridge Identification Number # 2206390—over Fish Creek in the Town of Vienna (the "Project"); and

WHEREAS, the Town of Vienna, in accordance with New York State Department of Transportation Procedures for Locally Administered Federal Aid Projects, issued a Request for Proposals, seeking consulting services for the Project, and the RFP is annexed as Attachment B ("RFP"); and

WHEREAS, the Consultant submitted a proposal to provide such services and a copy of its proposal is annexed as Attachment C ("Proposal"); and

WHEREAS, the County wishes to retain the Consultant to provide the consulting services, and the Consultant wishes to provide such services in exchange for payment;

NOW, THEREFORE, it is mutually agreed that for the consideration hereinafter set forth, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows.

1. **SERVICES**

1.1. The Consultant shall provide the services described in the RFP and the Proposal upon the issuance by the County to the Consultant of a written Notice to Proceed ("Services").

1.2. This Agreement represents the entire and integrated Agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

1.3. The Consultant agrees to provide Services in accordance with the Project description and scope of services, defined in the Proposal.

1.4. The Consultant shall furnish all staffing, equipment, materials, and/or supplies necessary for the performance of its Services under this Agreement, and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable federal and state safety standards.

2. **TERM**

2.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon completion of all work required of the Consultant, but no later than

December 31, 2033.

3. NOTICE TO PROCEED

3.1. The Notice to Proceed shall be in the form of a letter signed by the County's Project Manager ("Project Manager"), authorizing the Services described herein. No Services shall commence until the Notice to Proceed is issued.

4. COMPENSATION

4.1. For providing the Services, the County will pay the Consultant a not-to-exceed fee of Four Hundred Ten Thousand dollars and Zero cents ($410,000.00).

4.2. Payment shall be made monthly on the basis of work completed and billed in accordance with the hourly rates established in the Proposal.

4.3. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not–to-exceed fee.

4.4. The County reserves the right to withhold payment due to the Consultant's failure to properly perform its obligations under this Agreement. The County may withhold payment for reasons including, but not limited to: (1) defective services, (2) third party claims, (3) failure of the Consultant to pay its sub-consultants, or (4) damage to the County. The County may correct any conditions which do not meet the requirements of this Agreement and deduct the cost from the amounts due under this Agreement, without limitation to the County's other remedies.

4.5. Additional compensation, at a mutually agreed-upon rate, will be paid if the Consultant's services are required to defend claims or litigation resulting from this project, provided that such claims are not the fault of the Consultant.

4.6. It is understood and agreed that the Consultant shall not be entitled to payment for any costs incurred prior to the effective date or following the termination date of this Agreement.

5. EXECUTORY OR NON-APPROPRIATION CLAUSE

5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Consultant by certified mail. In such an event the Consultant shall receive payment for costs actually incurred prior to termination, and shall not receive actual or consequential damages as a result of termination.

6. **PERFORMANCE OF SERVICES**

6.1. The Consultant affirms that it does not have any financial interest or conflict of interest that would prevent the Consultant from providing unbiased, impartial service under this Agreement.

6.2. The Consultant's Services shall be completed and submitted with reasonable care and in accordance with industry standards.

6.3. It is understood and agreed that the Consultant has the professional skills necessary to perform the Services agreed to be performed under this Agreement, that the County relies upon the professional skills of the Consultant to do and perform the Consultant's duties.

6.4. The Consultant agrees to maintain in confidence and not disclose to any person or entity, without the County's prior written consent, any confidential information, knowledge, or data relating to the products, processes, or operations of the County. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6.5. The Consultant represents that it has the experience, licenses, qualifications, staff, and expertise to perform said Services in a professional and competent manner.

6.6. The Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, state, or local laws and regulations impose specific requirements on performance of the same.

6.7. The Consultant is solely responsible for paying all its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.8. The Consultant acknowledges and agrees that it and its employees and sub-consultants have no authority to enter into contracts that bind the County, or create obligations on the part of the County, without the prior written authorization.

6.9. The Consultant understands that prompt and ready completion of the Services is required. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. The Consultant agrees to diligently perform the Services to be provided under this Agreement.

6.10. The Consultant shall immediately notify the County in writing of any difficulty in complying with any of the requirements of this Agreement.

7. **NON-ASSIGNMENT**

7.1. In compliance with New York State General Municipal Law Section 109, the Consultant agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this

Agreement, to any other person, corporation or other entity without the previous consent, in writing, by the County.

8. SUBCONTRACTS

8.1. A sub-consultant is a person who has an agreement with the Consultant to perform any of the Services.

8.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of sub-consultants to whom it proposes to award any portion of the Services.

8.3. Agreements between the Consultant and the sub-consultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Attachments. The Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of services resulting from new findings, unanticipated conditions, or other conflicts or discrepancies, the Consultant shall promptly notify the County of the identified changes and advise The County of the recommended solution. Services shall not be performed on such changes without prior written authorization of the County.

10. PROJECT MANAGERS

10.1. The County designates the Commissioner of Public Works as its Project Manager, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to the Consultant's performance under this Agreement, and for liaison and coordination between the Parties. In the event the County wishes to change its representative, the Consultant will be notified in writing.

10.2. The Consultant designates James Craig, P.E., as its Project Manager, who shall have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Any change in the Consultant's designated personnel or sub-consultants shall be subject to approval by the Project Manager for the County.

11. NOTICES

11.1. Any notice to the County shall be delivered personally or sent by United States Mail, postage prepaid, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Any notice to the Consultant shall be delivered personally or sent by United States Mail, postage prepaid, to the Consultant's Project Manager at the address listed above, or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. For the purposes of this paragraph only, the term "Independent Contractor" shall be broadly construed to include the Consultant and any of its subcontractor(s) or sub-consultant(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to the County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of the County. The County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

12.2. Payments to the Consultant shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the Consultant as a result of the County not making such payments or withholdings.

13. ASSUMPTION OF RISK AND INDEMNIFICATION

13.1. The Consultant solely assumes the following risks. The risk of unforeseen obstacles and difficulties in the performing of the Services, whether such risks are within or beyond the control of the Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon the County.

13.2. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County, its officers, agents and employees (the "Indemnitees"), harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant, or its sub-consultants, or any third party) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) the risks the Consultant assumes under this Section, (b) the Consultant's or its subconsultant's failure to comply with any of the provisions of this Agreement or of the law, and (c) intentional or negligent acts or omissions of the Consultant, its officers, sub-consultants, employees, or agents. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of the final payment shall release the Consultant from its obligations under this Section. The enumeration

elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

13.4. This assumption of risk and indemnification by the Consultant is absolute.

14. INSURANCE REQUIREMENTS

14.1. The Consultant shall purchase and maintain, and require its sub-consultants to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.1.1. Commercial General Liability ("CGL") coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. The Consultant shall maintain said CGL coverage for itself and the additional insured for the duration of this Agreement and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

14.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.1.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

14.1.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

14.1.5. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim and at least Two Million ($2,000,000) in the aggregate.

14.2. The Consultant waives all rights against the County and it agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.3. The County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to the County. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant hereby grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either Party, this Agreement shall be amended in writing, and signed by both Parties to make such insertion.

15.3. The Consultant agrees that there shall be no discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. Violation of this section shall be deemed to be in breach of this Agreement.

16. BREACH

16.1. A breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by the Consultant in this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If the Consultant shall file a voluntary petition in Bankruptcy Court, or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute, or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.

16.1.4. If the Consultant assigns its rights and duties under this Agreement without written consent of the County.

16.1.5. The County shall review the Consultant's performance. If it is found the Consultant is not meeting Agreement conditions, it will be formally notified. If the condition is not corrected within a time deemed reasonable to the County, then this will be cause for Agreement termination.

16.1.6. If default shall be made by the Consultant in keeping, observing or performing any of the terms or covenants contained in this Agreement, including any Attachments or amendments.

16.2. If the Consultant breaches this Agreement, the County may declare the Consultant in default and pursue all remedies provided herein and available at law. Without limiting the available remedies, the County may proceed to perform the Services required under this Agreement and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement, or may contract with a third party for the performance of the Services and charge the cost and expense thereof in a like manner. In the event of a default in the performance of the Services, the Consultant agrees to pay the County for all costs, expenses and damages incurred by the County in completing the Services in accordance with this Agreement.

16.3. In the event of a breach or threatened breach by either Party of its obligations under this Agreement, the other Party shall have the right to seek and obtain an injunction or other equitable relief, in addition to any other remedies provided by this Agreement, or by law.

17. TERMINATION

17.1. This Agreement may be terminated by the County immediately for cause or upon ten (10) days written notice.

17.2. If this Agreement is terminated, the Consultant shall be entitled to compensation for Services satisfactorily performed to the effective date of termination; provided however, that the County may condition payment of such compensation upon the Consultant's delivery to the County of any and all documents, photographs, computer software, videotapes, and other materials provided to the Consultant or prepared by the Consultant for the County in connection with this Agreement. Payment by the County for the Services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which the Consultant

is entitled in the event of termination of this Agreement and the Consultant shall be entitled to no other compensation or damages and expressly waives same.

17.3. This Agreement may be terminated by the Consultant upon ten (10) days' written notice to the County only in the event of substantial failure by the County to fulfill material obligations under this Agreement through no fault of the Consultant.

18. DOCUMENT PRINTING/OWNERSHIP OF ORIGINAL DRAWINGS AND MANUSCRIPTS

18.1. All notes, memoranda, drawings, designs, specifications, reports and copies thereof prepared by the Consultant shall become the County's property when the work is complete, and the Consultant has received final payment for the services under this Agreement. All documents, including and drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service with respect to the projects. Such documents are not intended or represented to be suitable for reuse by the County or others on extensions of these projects or on any other project. Copies of computer diskettes, drawings, and specification manuscripts in the possession of the County are to remain the property of the County whether or not the project is completed. The Consultant shall provide additional copies to the County upon request. The Consultant may retain copies for reference. These documents shall not be used by the Consultant for other projects without prior written approval of the County.

19. ADDENDUM

19.1. The Consultant shall comply with Attachment A, Addendum - Standard Oneida County Conditions, attached hereto and hereby incorporated by reference.

20. NON-WAIVER

20.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision.

21. CHOICE OF LAW/FORUM

21.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

21.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

22. ORDER OF PRECEDENCE

22.1. In case of conflicts between the provisions of this Agreement and the Attachments, or between the Attachments, the following order of precedence shall control:

22.1.1. Attachment A – Addendum

22.1.2. Attachment D – Change Order, in reverse chronological order, if applicable

22.1.3. This Agreement

22.1.4. Attachment B – Request for Proposals

22.1.5. Attachment C – The Consultant's Proposal

23. SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. SEVERABILITY

24.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

25. ENTIRE AGREEMENT

25.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

26. COUNTERPARTS

26.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

27. AUTHORITY TO ACT/SIGN

27.1. The Consultant's signatory hereby represents and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by the Consultant's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Consultant; no other action on the part of the Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

28. ADVICE OF COUNSEL

28.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and

understood all of the terms and provisions of this Agreement.

29. **AMENDMENTS**

29.1. This Agreement may not be amended except through a written agreement of the Partis, including in the form of the Change Order attached hereto as Attachment D.

IN WITNESS WHEREOF, the Parties have set their hands.

COUNTY OF ONEIDA

_____
Anthony J. Picente, Jr.
County Executive

Date: _____

C & S ENGINEERS, INC.

Seth D. Kaeuper
Seth D. Kaeuper, P.E.

Date: 4/15/2024

Approved By:

_____
Andrew Dean, Esq.
Deputy County Attorney-Administration

Attachment A

(Standard Conditions)

ATTACHMENT A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

   i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

   ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

   iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

   i. The Contractor certifies that it and its principals:

      A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the

County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the

County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official,

in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling,

determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT.

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter

"OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Attachment B

(RFP)

TOWN OF VIENNA – HIGHWAY DEPARTMENT

ONEIDA COUNTY, NEW YORK

2740 STATE ROUTE 49
BLOSSVALE, NY 13308
(315) 245 - 1019
FAX (315) 245 - 3119

POSTMARKED
3/15/21

Clayton Conover, Jr.
Highway Superintendent

To: Mr. Morrissey,

The Town of Vienna is seeking to retain an engineering firm to assist in preparing one (1) or more funding applications for projects that could be funded under the next round of the Bridge NY Program. For Bridge NY Program applications, work may include identifying bridges and/or culverts that may be the best candidates for funding, determining condition of the bridges and/or culverts, obtaining all needed information for the application, determining rehabilitation or replacement design options and develop preliminary cost estimate for design, right of way and construction. Work will also include developing a project implementation schedule and any other information needed pertinent to improving the chances for funding.

If funding is received for one or more projects, the selected firm may be utilized to perform the preliminary design, final design, right of way, and construction support and inspection services.

The Town of Vienna will select the most highly qualified firm according to the following criteria listed in decreasing order of importance:

- Understanding of the work to be done.....30%
- Experience with similar kinds of projects.....25%
- Quality of staff for work to be done 20%
- Familiarity with Federal and State requirements.....15%
- Logistics and familiarity with the Town of Vienna..... 10%

Interested firms should submit three copies of their Expression-of-interest (EOI) to the address noted below no later than March 23,2021. Your EOI should consist of no more than three typewritten single sided pages providing sufficient information regarding the firm's qualifications as they relate to the above selection criteria.

For the quality of staff, the proposed Project Team should include only full time employees currently employed as of the date of the EOI. For similar projects experience, include the date of the project started and completed or identify that it is currently ongoing.

The successful firm will be selected based on an evaluation of the submitted material of the most recent LDSA RFQ submittal to the NYS County Highway Superintendent Association and information contained in the EOI. Designation of a firm does not guarantee contract award.

Please submit your EOI to:

Clayton J. Conover, Jr., T.O.V. Hwy. Spt.
2740 State Route 49
Blossvale, NY 13308

Thank you for your continued efforts,

Clayton Conover Jr.

Clayton J. Conover, Jr., Hwy. Spt.

Attachment C

(Proposal)

Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: *2754.89*
BIN: 2206390

Term of Agreement Ends: December 31, 2027

☒ Main Agreement ☐ Amendment to Contract ☐ Supplement to Contract

Phase of Project Consultant to work on:

☒ P.E./Design ☒ ROW Incidentals ☐ ROW Acquisition ☐ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: February 1, 2024
Finish Date: December 31, 2027

PROJECT DESCRIPTION:

Preliminary and final design services, and construction support (supplemental agreement) and inspection services (supplemental agreement) for PIN 2754.89 Federally Funded BridgeNY project located in the Town of Vienna, Oneida County. The project includes the rehabilitation of the Oswego Road Bridge over Fish Creek. Work will include field investigations, engineering design, regulatory permitting, bidding assistance, and construction phase services (supplemental agreement) to rehabilitate the existing structure.

It is anticipated that R-O-W for permanent or temporary purposes will not be required for this project.

PROJECT LOCATION:

Oswego Road (BIN 2206390) over Fish Creek in the Town of Vienna, Oneida County, New York

Consultant Work Type(s):

See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

$ 410,000

Footnotes: N/A

SCOPE OF SERVICES

Rehabilitation of Oswego Road over Fish Creek
Town of Vienna
Oneida County
PIN 2754.89 B.I.N. 2206390

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Section 1 - General

1.01 Project Description and Location

Project Name:	Rehabilitation of Oswego Road (BIN 2206390) over Fish Creek
PIN:	2754.89
Project Description:	Project involves the rehabilitation the existing Oswego Road Bridge over Fish Creek on the existing horizontal and vertical alignment with minor improvements to the approach roadway.
Project Limits:	100 feet from each end of the existing bridge and 50 feet each side of the roadway centerline
Sponsor:	Oneida County
City, Town:	Town of Vienna
County(ies):	Oneida County

The anticipated start date of preliminary design:	February 2024
The letting date:	April 2025
The construction completed date:	October 2025

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Project Manager

The Sponsor's Project Manager for this project is Nicole Bourgeois, Assistant Engineer, who can be reached at (315) 793-6269.

All correspondence to the **Sponsor** should be addressed to:

Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, NY 13424

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II Action, "C List" action under USDOT Regulations, 23 CFR 771. Specifically, in accordance with the Federal Highway Administration's regulations in 23 CFR 771.117(c) this project is one of the project types described in the 'C' list.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be (Type II) or (Unlisted).

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1 General
Section 2 Data Collection & Analysis
Section 3 Preliminary Design
Section 4 Environmental
Section 5 Right-of-Way
Section 6 Detailed Design
Section 7 Advertisement, Bid Opening and Award
Section 8 Construction Support - (To be included under Supplemental Agreement)
Section 9 Construction Inspection - (To be included under Supplemental Agreement)
Section 10 Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Existing survey data.
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from the review of project documents, advisory agency review, and coordination with other agencies.

- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Cost Control Report, a Progress Report, and a Project Schedule in a format approved by the **Sponsor**. The beginning and ending dates defining the reporting period will correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the NYSDOT Local Projects Manual (LPM) including the latest updates.

If there are conflicts between local policies and procedures and those listed in the LPM those listed in the LPM take precedence.

A. Compliance with documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
- A Policy on Design Standards -- Interstate System, AASHTO
- Highway Capacity Manual, Special Report 209, Transportation Research Board
- NYS Eminent Domain Procedure Law
- ADA Accessibility Guidelines for Buildings and Facilities
- AASHTO LRFD Bridge Design Specifications
- Manual for Condition Evaluation of Bridges, AASHTO
- Guide Specification for Strength Evaluation of Existing Steel and Concrete Bridges, AASHTO
- AASHTO Guide Specification for Fatigue Evaluation of Existing Bridges
- AASHTO Model Drainage Manual & NYSDOT Model Drainage Manual
- NYSDOT Bridge Deck Evaluation Procedure Manual
- AASHTO Guide Specification for Design of Pedestrian Bridges
- AASHTO Guide for the Development of Bicycle Facilities
- NYSDOT Scoping Procedure Manual, Appendix D (Design Traffic Forecast Policy)
- NYSDOT Highway Design Manual, Chapter 2 (Design Criteria)
- NYSDOT Highway Design Manual, Chapter 4 (Design Criteria & Guidance for Bridge Projects on Low Volume Highways)
- NYSDOT Bridge Manual, Section 2, Geometric Design Policy for Bridges
- New York State Manual of Uniform Traffic Control Devices
- NYSDOT Bridge Inspection Manual
- Uniform Code of Bridge Inspection

B. Compliance with Environmental Laws, Regulations and Permits

All work must comply with the requirements of all applicable state and federal environmental laws, regulations and policy. Applicable laws, regulations and policies are specified in the NYSDOT Project Development Manual.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a sub-consultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

A. For subcontracts to this consultant contract exceeding $20,000 ($10,000 for printing contracts):

1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining sealed bids for the work. The **Consultant** will provide the work description and will submit it to the **Sponsor** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.

2. The **Consultant** will solicit sealed bids from a sufficient number of prospective qualified subcontractors to ensure that at least three (3) bids are received. Upon receipt of at least three bids, the **Consultant** will submit all bids to the **Sponsor** along with a recommended choice. The **Sponsor** will either concur with the recommendation or accept one of the other bids. The **Sponsor** will then advise the **Consultant** in writing to proceed.

3. Upon receipt of written authorization from the **Sponsor** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

B. For subcontracts to this consultant contract equaling or under $20,000 ($10,000 for printing contracts):

1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining reliable quotations (non-binding estimates) for the work. The **Consultant** will provide the work description and will submit it to the **Sponsor** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.

2. The **Consultant** will solicit quotations from a sufficient number of prospective qualified subcontractors (typically three) to ensure that the work will be performed in the most economical manner. The **Consultant** will maintain and keep for review records of the quote

solicitation process to document competition for the service. Upon receipt of the quotations, the **Consultant** will submit them to the **Sponsor** along with a recommended choice. The **Sponsor** will either concur or choose one of the other candidate subcontractors and advise the **Consultant** to proceed.

3. Upon receipt of written authorization from the **Sponsor** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

Section 2 - Data Collection & Analysis

2.01 Design Survey

[Work by Sub-consultant]

A. Ground Survey

The **Subconsultant** will provide terrain data required for design by means of a topographic field survey. This should include the roadway, the stream, banks, embankments, and any other identifiable features within the project limits.

A complete roadway topographic survey will be performed in accordance to NYSDOT standards.

BIN 2206390 - The survey shall include:

1. A length extending from 400 feet southwest to 400 feet northeast of the center of the bridge along Oswego Road. Roadway cross-sections will be taken at 50 foot intervals, with a bandwidth of 100 feet (centered on roadway).

The **Subconsultant** will contact the utility companies to obtain any plans they might have for their utilities within the project area, and request a stakeout. All utilities visible or marked in the field by others will be located. Any underground features, not visible or not marked in the field, will be plotted by use of as-built maps and/or any other available information.

Invert measurements/elevations will be obtained for drainage culverts.

B. Photogrammetric Survey **(NOT INCLUDED IN AGREEMENT)**

C. Hydraulic Survey

Fish Creek - The **Subconsultant** will perform field survey necessary to provide stream cross-sections for the hydraulic analysis (HEC-RAS) of Fish Creek.

Stream sections will be taken at:

1. Both Oswego Road Bridge Fascias, Upstream (US) Bridge Length (BL), US BL + 100 ft., US BL + 200 ft., US BL + 500 ft., Downstream (DS) 100 ft., DS 200 ft., DS 300 ft., DS 400 ft., DS 500 ft., DS 1000 ft., and DS 2000 ft.

This is a total of 13 stream cross sections including both of the bridge fascias.

Cross-sections will be taken perpendicular to the low flow channel within the stream banks and perpendicular to the flood flow in the over-bank areas. Sections should extend 7 times the width of the low flow channel and if possible, extend as wide as the 100 year floodplain, where possible.

The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream(s).

Stream bank topography will be obtained to the top of stream banks.

D. Existing Bridge Data (BIN 2206390 only)

All existing bridge pertinent data shall be collected and recorded. These include, but are not limited to, abutment layout, bridge seat elevations, bottom of beam elevations (at bearings), top of bridge deck elevations, top of wingwalls, top of footings, etc.

E. Survey of Wetland Boundaries

The **Consultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

F. Supplemental Survey

The **Subconsultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

G. Standards

The survey will be done in accordance with the standards set forth in the NYSDOT Land Surveying Standards and Procedures Manual and in accordance with local standards described in Section 10 of the SOS.

Project control will conform to the following:

Horizontal project control

- All horizontal coordinates will be State Plane Coordinate System based on North American Datum of 1983 (NAD 83). Whenever practical and economical, the survey should be tied into the NAD 83-96 Base Network.
- Primary project control, established by GPS techniques, should be of at least C2-I order as defined in ***Geometric Geodetic Accuracy Standards*** and ***Specifications for Using GPS Relative Positioning Techniques***, Federal Geodetic Control Committee.
- Primary project control, established by conventional techniques, should be of at least second order, class II, as defined in ***Standards and Specifications for Geodetic Control Networks***, Federal Geodetic Control Committee, 1984. After initial angular adjustment, all traverses should reflect a precision of at least 1 part in 20,000 parts to qualify for final adjustment and then as project control.

Vertical project control

- Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).
- To qualify for adjustment, level run error, expressed in feet, must close within $0.03\sqrt{s}$, where s is equal to the length of the level run in miles.
- Level runs should begin and end on bench marks classified as at least second order, class II. Whenever practical and economical, use two different bench marks to begin and end vertical surveys. GPS techniques may need to be employed to bring NAVD88 elevations to the site.

2.02 Design Mapping

[Work by Sub-consultant]

The **Subconsultant** will provide the following design mapping:

- 1" = 20' scale mapping with 1 foot contour intervals.

The work consists of developing and/or finishing the hardcopy and/or digital mapping data collected under section 2.01 (Design Survey). Digital products will be delivered in Microstation format. Graphic products shall conform to the specifications, guidelines and practices established by NYSDOT.

An abbreviated survey control report may include the following: general location plan, Baseline plot, general overview of the project, instruments used, horizontal and vertical controls, point listing, Baseline tie diagrams, benchmark listing, and raw coordinate data. The deliverables may include a report and baseline summary and benchmark tab 'tie sheet' or just the baseline / BM tie sheet.

A minimum of 3 benchmarks will be required for the project.

Three (3) copies of the Survey Control Report, hard copies of the survey with and without 1 foot contours, and appropriate computer files will be provided to the Prime-Consultant.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide:

- the existing highway section(s) and features within the project limits, including:
  - number, width, type (through, turning, climbing, etc.), and location of travel lanes.
  - shoulder widths and types (asphalt, gravel, grass, etc.).
  - number, width, type, and location of utility strips.
  - location of curbed sections.
  - width and type of medians.
  - width of clear zones.
  - location and percent of grades.
  - horizontal curve radii.
  - intersection geometry and conditions.
  - parking regulations and conditions within the project limits.
  - right-of-way width (may be shown on a plan with references to the plan).
  - condition and adequacy of guide rail, median barriers, and impact attenuators.
  - location of traffic control features and their conformity with the latest guidelines for such features.
  - provisions for pedestrians and bicyclists.
  - the existing conditions and roadway sections of all abutting (adjacent) and intersecting highway segments.
- the following information for each bridge within the project limits:
  - existing bridge conditions, including:
    - structure and deck type.
    - year constructed.
    - wearing surface type.
    - length.
    - number of spans and length of each.
    - out to out width.

- curb-to-curb or rail-to-rail width.
- skew angle.
- utilities carried on the bridge.
- utilities parallel to the bridge.
- posted weight limits and year of posting.
- vertical clearance restrictions less than the legal minimum.

- expected future conditions (assuming the null alternative) using an anticipated deterioration rate provided by the **Sponsor**.
- existing hydraulic conditions, including a preliminary qualitative hydraulic assessment.
- existing mainline speed limit (and whether the speed limit is posted or not), and existing operating speeds (85th percentile speeds in most cases) provided by the **Sponsor**.
- land use for the project area as it now exists and future land development (planned and potential), including development years.
- existing vehicular access control (full control, partial control, or uncontrolled) and whether existing driveway entrances comply with local standards or policies.
- existing pavement and shoulder conditions within the project limits.
- a general assessment of drainage conditions within the project limits.
- a list of all utilities, and the respective owners, that are within the project's existing right of way.
- which, if any, school buses, emergency vehicles, or farm machinery regularly use this route.
- which, if any, suitable detour routes are available.

(A table format for the above information is recommended; a plan or typical section may be used where appropriate)

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams (if necessary) and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

The **Consultant** will use existing traffic count data for existing conditions, growth factors for forecasting, in accordance with the requirements noted in the NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual, including:

Existing Conditions:

AADT; DHV (2-way); DDHV, % Trucks

The **Consultant** will compute forecast data, including:

Year: Present
Estimated Time of Construction Completion (ETC)
ETC + 10 years
ETC + 20 years
ETC + 30 years

The **Consultant** will forecast and provide design year volumes according to the policy in Appendix 5 of the NYSDOT Project Development Manual, and will explain the basis for the design year selection.

2.06 Capacity Analysis (NOT IN CONTRACT)

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations (NOT IN CONTRACT)

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis based on the principles outlined in Section 3.4 of the NYSDOT Bridge Manual.

2.10 Bridges to be Rehabilitated

A. Detailed Inspection

The **Consultant** will perform a field inspection of the bridge to determine its condition, to establish the rehabilitation work necessary, and to prepare a level I load rating. The intent is to supplement the inspection done as part of NYSDOT's on-going bridge inspection program, not to duplicate it.

The **Consultant** will perform and document the findings of in-depth inspection of the bridge in accordance with the current AASHTO "Manual for Condition Evaluation of Bridges."

B. Bridge Deck Evaluation

The **Consultant** will perform a bridge deck evaluation in accordance with NYSDOT Bridge Deck Evaluation Manual and NYSDOT Bridge Inspection Manual.

C. Load Rating of Existing Bridge Superstructure

The **Consultant** will perform a Level 1 load rating of the existing bridge in accordance with NYSDOT's Uniform Code of Bridge Inspection. Immediately upon completion, the **Consultant** will transmit two copies of the load rating calculations and summary sheets to the **Sponsor** and the Regional Local Projects Liaison for filing.

D. Fatigue Evaluation

A Fatigue Evaluation will not be required since this bridge does not include fatigue prone details.

2.11 Pavement Evaluation

The **Consultant** will perform a brief visual assessment only of the pavement at the bridge approaches.

The **Consultant** will describe the approach pavement condition in the design report.

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the NYSDOT Project Development Manual.

Applicable design standards will be chosen from:

- NYSDOT Bridge Manual
- NYSDOT Highway Design Manual
- AASHTO Design Manuals

Project-specific design criteria for highway/bridge projects will include: design speed, lane width, shoulder width, bridge roadway width, grade, horizontal curvature, superelevation, stopping sight distance (horizontal and vertical), lateral clearance, vertical clearance, pavement cross-slope, rollover, structural capacity, pedestrian accommodations, median width (if applicable).

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

The **Consultant** will NOT be required to develop or evaluate any alternatives since this project is only a rehabilitation.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a Bridge Rehabilitation Report (BRR).

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** that are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT Project Development Manual.

The **Consultant** will submit 1 electronic copy of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

The **Sponsor** will submit 1 electronic copy to NYSDOT's RLPL for preliminary NYSDOT and/or FHWA review.

The **Consultant** will revise the DAD to reflect NYSDOT and/or FHWA comments. The **Sponsor** will sign the cover sheet and submit 1 electronic copy of the revised report to the NYSDOT for signature by the FHWA.

3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with required copies of the Draft DAD for distribution to advisory agencies.

The **Consultant** will distribute the Draft DAD to the advisory agencies on behalf of the **Sponsor**.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

Public Information Meeting(s)

The **Consultant** will assist the **Sponsor** at__1_ public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Sponsor** will arrange for the location of public information meeting. The **Consultant** will assist the **Sponsor** with appropriate notification.

Public Hearing(s) **(NOT INCLUDED IN AGREEMENT)**

3.07 Preparation of Final Design Approval Document

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the Design Procedure Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit_1 electronic_copy of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit__1 electronic__copy of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval.

Section 4 - Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a "C list" Categorical Exclusion action, then the **Consultant** will complete the FEAW Worksheet, and forward the completed worksheet to the **Sponsor** for forwarding to the NYSDOT for a final NEPA determination.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks include, but are not limited to:

- drafting letters to involved agencies to determine the lead agency.
- drafting Environmental Assessment Form(s).
- drafting a negative declaration.
- drafting a positive declaration.
- drafting notices.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

If the Smart Growth Checklist has not already been completed, the **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation.

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s). Work will be performed, as detailed below and in accordance with the criteria contained in the NYSDOT Environmental Procedures Manual, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

- **General Ecology and Endangered Species**

  The **Consultant** will evaluate the nature, extent, and significance of potential impacts (including impacts during construction) of each project alternative on fish, wildlife, and habitat. This analysis will include general determinations of the amount and type of vegetation to be disturbed, special habitats that might be damaged, and possible interruption of fish and wildlife movements (e. g., blockage of fish movement through culverts, interruption of deer movement by fences, etc.). The **Consultant** will determine appropriate avoidance, minimization of harm, and mitigative measures to compensate for project impacts.

The **Consultant** will coordinate with involved State and Federal resource agencies (New York State Department of Environmental Conservation (NYSDEC), U. S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS)). Letters will be obtained from involved agencies to document the likely presence or absence of endangered, threatened, or rare species in the project area; these letters will be included in the Appendix of the DAD. Based on the results of agency contacts, the **Consultant** will determine the presence or absence of endangered, threatened, or rare species within project boundaries, assess potential impacts of each design alternative on such species and their habitats, and, as necessary, determine measures for avoidance, mitigation, and minimization of harm. The **Consultant** will determine whether an Endangered and Threatened Species Survey is warranted.

The **Consultant** will prepare a consistency determination letter. The **Sponsor** will forward the letter to NYSDOT for FHWA approval.

- **Ground Water**

The **Consultant** will determine whether the project is in a Project Review Area of an EPA designated Sole Source Aquifer or in a NYSDEC designated Primary Water Supply or Principal Aquifer Area. The **Consultant** will assess potential impacts on the aquifers and any public or private nearby wells used for drinking water. The **Consultant** will evaluate avoidance, minimization and mitigation measures regarding ground waters.

- **Surface Water**

The **Consultant** will determine the New York State Department of Environmental Conservation (NYSDEC) surface water classification for each body of water, pursuant to 6 NYCRR Part 701.

For each design alternative, the **Consultant** will evaluate the effects on surface water bodies, including (but not limited to):

- timing of work.
- fill.
- dredging in stream bed or bank.
- discharge of dredged or fill material.
- erosion and sedimentation.
- stream realignment.
- reduction of canopy cover.
- changes in runoff quantity and quality.
- water temperature increases due to removal of stream bank vegetation and/or addition of stone or concrete bank stabilization.
- accidental toxic spills.
- cofferdams.
- bridge washing.
- bank and channel protection.
- temporary waterway diversions.

The **Consultant** will evaluate appropriate avoidance, minimization, and mitigation measures regarding surface waters.

The **Consultant** will determine Section 401 Water Quality Certification (WQC) requirements (blanket WQC or individual WQC).

The **Consultant** will determine the US Army Corps. of Engineers (COE) Section 404 Individual and Nationwide Permit requirements for construction activities within the waters of the United States, including wetlands and special aquatic sites.

The **Consultant** will identify drainage basins existing within or adjacent to the project site and will determine how the existing soils, vegetation, topography, climate, and seasonal nature of the proposed construction may affect the potential for erosion and sedimentation.

The **Consultant** will assess temporary and permanent measures and practices that may be used to avoid or minimize and control soil erosion, sedimentation, and surface water pollution during and after construction.

The **Consultant** will determine if the project requires coverage under the SPDES General Permit for Stormwater Discharges from Construction Activities, NYSDEC Permit No. GP-0-10-001 or a NPDES General Permit from the EPA. The **Consultant** will file any required "Notice of Intent" with the NYSDEC or EPA, as appropriate.

The **Consultant** will assess measures, as appropriate, to capture on-site the first flush (½") of rainfall from all surfaces made more impervious by the project, attenuate peak flow, and control thermal discharges to cold water fishery streams. The Consultant will assess the need for additional right-of-way to accommodate permanent stormwater facilities.

The **Consultant** will assess whether or not project work will affect the special characteristics or qualities of a designated Wild, Scenic, and Recreational River or Study River (e.g., navigation, riparian cover, scenery, etc.)

- **State Wetlands**

The Consultant will investigate types, locations, and extent of state-regulated wetlands in the project area, including:

- Reviewing NYSDEC Freshwater Wetlands Maps, Adirondack Park Agency Freshwater Wetlands Maps, and NYSDEC Tidal Wetlands Maps to identify locations of state-regulated wetlands in the project area.
- Determining if the design alternative(s) will impact the identified State-regulated wetlands and their regulated adjacent areas (usually 100' for freshwater and 300' for tidal).
- Determining if, and which, state permits are needed for activities in wetlands and their regulated adjacent areas, including Article 24 permits for state-regulated freshwater wetlands and Article 25 permits for state-regulated tidal wetlands.

- **Federal Jurisdictional Wetlands**

The Consultant will use NYSDEC Wetlands Maps, US Fish & Wildlife Services National Wetland Inventory Maps, and Soil Conservation Services County Soil Survey Reports to screen for the presence of freshwater and tidal wetlands.

The Consultant will make a site visit to determine if federal jurisdictional wetlands are present within or adjacent to the proposed project limits, and whether the wetlands could be affected by proposed project activities. This will include field marking wetland boundaries within the anticipated work limits consistent with the 1987 Corps of Engineers Wetlands Delineation Manual. Data on soils, hydrophytic vegetation, and hydrology will be recorded.

- **Floodplains**

  The **Consultant** will determine if a Floodplain Evaluation is needed for the project.

- **Coastal Zone Management**

  The **Consultant** will determine if the project is located within the Department of State's designated Coastal Zone. The Consultant will determine whether the project requires a NYS Department of State consistency determination with State coastal policies or Local Waterfront Revitalization Program (LWRP) policies.

- **Navigable Waterways**

  The **Consultant** will determine the nature, extent, and significance of the impacts of the project on U. S. Army Corps of Engineers and U. S. Coast Guard-defined navigable waters of the United States. The **Consultant** will identify the nature and extent of all activities requiring U.S. Army Corps of Engineers Section 10 and/or U. S. Coast Guard Section 9 permits.

  The **Consultant** will evaluate appropriate avoidance, minimization of harm, and mitigation measures to compensate for project impacts on navigable waters.

- **Historic Resources**

  The **Consultant** will perform a cultural resource screening to determine if a cultural resource study is needed.

- **Parks**

  The **Consultant** will perform a screening to determine if a detailed Section 4(f) or Section 6(f) evaluation is needed.

- **Contaminated Materials and Hazardous Waste**

  The **Consultant** will screen for contaminated materials and hazardous substances within the project site and corridor (existing or proposed right-of-way, including easements). This preliminary screening is a general review to identify properties within the right-of-way or in close proximity that could contain or be a source of contaminated materials or hazardous substances. The screening will include:

  - a review of existing information about past and current land use to identify possible sources of contamination within the project site and corridor, including:
  - NYSDEC records such as: Registry of Inactive Hazardous Waste Sites; Hazardous Substance Waste Disposal Site Study Reports; records of chemical or petroleum storage tanks; waste incident and chemical release reports.
  - county and municipal agency sources such as: local assessor and building permit records; title abstracts; local historical society records.
  - records of discussions with former employees of industries and other businesses located within or near the project area.
  - a site visit to look for observable physical evidence of contamination (e.g., stained soil, seepage, and stressed or dead vegetation).

  The **Consultant** will complete a Contaminated Materials and Hazardous Substances

Screening Form and include it in the Appendix of the DAD.

Assume that the Contaminated Materials and Hazardous Substances Screening will not find sufficient evidence to indicate the need to proceed with a full Contaminated Materials and Hazardous Substances Report per Section 4.4.20 of TEM.

- **Asbestos**

The **Consultant** must maintain a valid asbestos handling license for the duration of this agreement and all **Consultant** personnel engaged in asbestos-related work must be appropriately certified for the work being performed, as described in Section 56-2.2 of Industrial Code Rule 56 (12 NYCRR Part 56).

The **Consultant** will perform a preliminary investigation for the presence of asbestos-containing materials (ACM's) within the project site and corridor, using the following screening techniques:

- a review of available as-built drawings, record plans, and other construction drawings of all structures and facilities in the project area, including but not limited to pavement, shoulders, subgrade, underground utilities, buildings, and bridges which could potentially require alterations or demolition as part of the project.
- an on-site visual inspection of all structures and facilities.

- **Noise**

Assume no project level noise analysis is needed.

- **Air Quality**

Assume no air quality analysis is needed.

- **Energy**

Assume no energy analysis is needed.

- **Farmlands**

The **Consultant** will perform a screening to determine if any farmlands will be impacted by project activities.

- **Invasive Species**

The **Consultant** will perform a screening to determine if any invasive species will be impacted by project activities.

- **Visual Impacts**

Assume no project level visual impact analysis is needed.

- **Critical Environmental Areas**

The **Consultant** will perform a screening to determine if any Critical Environmental Areas will be impacted by project activities.

- **Smart Growth**

  If the Smart Growth Checklist has not already been completed, the **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit same to the Sponsor for attestation.

- **Environmental Justice**

  The **Consultant** will perform a screening to determine if any Environmental Justice will be impacted by project activities.

  Work will be performed, as summarized in the LPM and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

- **General Ecology and Endangered Species**

  Assume no detailed study is required for endangered and threatened species, other than mussels. This section of Fish Creek has been declared an S1/S2 waterbody. An Underwater Mussel Survey will be required to classify and count, as well as potentially relocate mussels prior to construction as part of this contract as required by NYSDEC regulations. This requires a specialty subconsultant pre-approved by NYSDEC.

- **Ground Water**

  Assume no detailed study is required for groundwater. The project is not located within a NYSDEC Aquifer area. The project will NOT result in new highway construction, significant pavement widening, or the construction of additional travel lanes. As a result, it is assumed that a Toler Analysis or FHWA Pollutant Loadings and Impacts from Highway Stormwater Runoff, 1990 is not required.

- **Surface Water**

  Assume no detailed study is required for surface water.

- **State Wetlands**

  There are no mapped state wetlands within the anticipated project limits. However, assume that state regulated wetlands will be considered as part of the wetlands screening. Assume no detailed study is required for state wetlands.

- **Federal Wetlands**

  There are no mapped federal wetlands besides Fish Creek within the anticipated project limits. Assume no detailed study is required for federal wetlands.

- **Wetland Map and Delineation Report**

  Assume a wetland delineation report will be required.

- **Wetland Mitigation**

  It is assumed that wetlands mitigation will not be required, and is therefore not included in this scope of services.

- **Floodplains –**

  The **Consultant** will perform a Flood Plain Evaluation for the project in accordance with the requirements of NYS Department of Environmental Conservation Flood Plain Management Criteria for State Projects 6 NYCRR Part 502 and Federal Highway Administration FAPG 23 CFR 650A, using results of the hydraulic analysis.

  The **Consultant** will develop this evaluation in a degree of detail commensurate with flood plain encroachment risks and other social, economic, and environmental concerns. In this evaluation, consideration should be given to the effect of existing flood control channels and levees, and the impact on existing coastal management plans prepared by state or local governments.

  As part of the Flood Plain Evaluation, the Consultant, using information from the hydraulic analysis, will:

  - determine flood plain boundaries of the 100 year flood for existing conditions.
  - determine flood plain boundaries of the 100 year flood for each design alternative.
  - evaluate and discuss the practicability of alternatives to any longitudinal or other significant encroachments into the flood plain by the proposed design alternatives.
  - discuss the following items with regard to each project alternative:
    - the risks associated with implementation of the action.
    - the impacts on natural and beneficial flood plain values.
    - the support of probable incompatible flood plain developments.
    - avoidance, minimization, and mitigative measures.
  - support the "Only Practical Alternative Finding" of FHPM 6-7-3-2 for a significant encroachment including:
    - reasons for locating project in the flood plain.
    - avoidance alternatives considered and why they are not practicable.
    - a statement indicating whether the action conforms to applicable state or local flood plain protection standards.
  - evaluate and support the specific roadway features of each alternative encroaching on the flood plain regarding construction cost, risks, and to other economic, social, and environmental concerns; by determining the magnitude of and (at appropriate locations) the approximate probability of exceeding the water surface elevation and velocity associated with:
    - the flood that would overtop the highway or the base flood (whichever is greater).
    - the greatest flood that must flow through highway drainage structures (where overtopping is not practical).

  The **Consultant** will summarize the Flood Plain Evaluation in the appropriate section of the DAD and will file the final report in the project files.

- **Coastal Zone Management**

  The project is not located in or around a coastal zone management area. Assume no detailed studies are necessary.

- **Historic Resources**

Assume no detailed study is required for Historical resources beyond the Phase 1A Cultural Resource (Desktop) Survey. Assume a Phase 1B (Field) Investigation or a Phase 2 Survey are NOT required. The Section 106 review process will be coordinated by NYSDOT. Assume the existing bridge is not historic eligible.

Assume no Section 4(f) or Section 6(f) detailed studies will be necessary. No separate Section 6(f) report will be required.

The **Consultant** will submit a Project Submittal Package (PSP) to the **Sponsor**, for submittal to NYSDOT's Regional Cultural Resource Coordinator.

- **Asbestos**

The **Consultant** will perform an on-site inspection of all structures and facilities to identify approximate number and specific locations of suspected ACM's for sampling and testing. (Examples of suspected ACM's are: insulation on pipes, ducts, boilers, etc.; floor and ceiling tiles; drywall; plaster; roof shingles; siding; fireproofing material, including structural fireproofing and fire retardation coatings.)

The **Consultant** will prepare a technical memorandum reporting on the findings of this investigation, accompanied by an asbestos sample location plan.

The **Consultant** shall collect bulk samples of suspected asbestos-containing materials (ACM's). EPA requirements include a minimum of three samples taken at random locations for each homogeneous suspected ACM. The sample locations shall be noted on inspection forms.

The **Consultant** shall provide the sample testing and analysis. It shall be performed by a laboratory approved by the New York State Department of Health (NYSDOH) or the Environmental Protection Agency, and in accordance with the current requirements of the NYSDOH Environmental Laboratory Approval Program (ELAP). The analysis shall proceed as follows:

A. Initial testing of all samples using the Polarized Light Microscopy (PLM) method of gravimetric reduction, acid digestion, and point counting for the presence of asbestos mineral fibers.

B. Per ELAP requirements, a second test of each non-friable, organically -bound material (NOB) sample that is PLM-negative, using Transmission Electron Microscopy (TEM). (Some NOB examples are vinyl floor tile, mastic, linoleum, and roofing materials.)

The Consultant shall prepare an Asbestos Assessment Report documenting the results of the investigation and wherever necessary specifying removal or abatement measures. It shall include:

- A summary of the data collection techniques and the analysis procedures used (as presented in the preliminary technical memorandum
- Specific locations, types, and quantities of ACM's, including 8½"x11" sketches (one for each applicable building story) depicting sample locations.
- Where necessary, identification of ACM areas where safe, alternative removal techniques would be feasible, and descriptions of these techniques, for transmittal to the NYSDOL to

obtain variances to Industrial Code Rule 56.
- Plans for ACM removal and disposal or other corrective action in accordance with Industrial Code Rule 56 or applicable variance thereof.
- Recommendations for design changes or construction activities which would minimize or eliminate involvement with ACM's.

- **Noise**

  Assume no detailed noise study or analysis will be required.

- **Air Quality**

  Assume no detailed air quality study or analysis will be required.

- **Energy**

  Assume no energy analysis will be required.

- **Farmlands**

  Farmlands are adjacent to the project. Farmlands are not expected to be impacted since this is a rehabilitation project. Assume no detailed farmland assessments will be required.

- **Invasive Species**

  Assume no detailed invasive species analysis will be necessary.

- **Visual Impacts**

  Assume no visual impact assessment will be necessary.

- **Critical Environmental Areas**

  Assume no Critical Environmental Areas will be impacted by the project.

- **Smart Growth**

  Assume no detailed smart growth analysis will be necessary.

- **Environmental Justice**

  Assume there will be no project impacts related to environmental justice.

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certifications, including but not necessarily limited to:

- U.S. Army Corps of Engineers Section 401 Water Quality Certification (Blanket)
- U.S. Army Corps of Engineers Section 404 Permit (Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC Article 15 Use and Protection of Waters

- Scenic, Wild and Recreational Rivers
- National Park Service Consultation

4.07 Environmental Hearing

Assume no environmental hearings are necessary for this project.

Section 5 – Right of Way

Right-of-Way Acquisition is not included in this project. A Right-of-Way Clearance certificate is required and will be completed.

5.01 Abstract Request Map and Title Search - NOT INCLUDED IN AGREEMENT

5.02 Right-of-Way Survey *[Work performed by Subconsultant]*

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines. The existing Right-of-Way/Highway boundaries will be determined from record plans (if available) provided by the County or other Dept. of Engineering Documents available, and tax map information. Existing Right-of-Way boundaries shall be shown on the plans.

5.03 Right-of-Way Mapping - NOT INCLUDED IN AGREEMENT

5.04 Right-of-Way Plan- NOT INCLUDED IN AGREEMENT

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

The **Consultant** will prepare and submit to the **Sponsor** Preliminary Bridge Plans on standard contract drawing sheets showing:

- location map.
- 1" = 20' scale plan.
- existing and proposed substructure locations.
- span lengths.
- minimum horizontal clearances.
- elevation view at 1" = 20' scale (or larger if appropriate).
- minimum vertical clearances or freeboard.
- side slope treatment.
- typical transverse section of bridge.
- typical approach section(s) of feature carried.
- if applicable, typical sections of feature crossed, approaching and under the bridge.
- existing contours.
- existing and proposed boring locations.
- profiles and superelevation diagrams for features (road or railroad) carried and crossed.
- construction details, shown on existing and proposed bridge sections.

The **Consultant** will prepare and submit Preliminary Bridge Plans to incorporate **Sponsor** and NYSDOT review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence.

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete as per the NYSDOT Highway Design and Bridge Manuals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

Advance Detail Plans may include, but are not limited to, the following contract sheet drawings:

- Title Sheet
- Index and legend
- General Notes
- General Plan and Elevation (1" = 20' scale)
- Profile
- Typical sections
- Maintenance jurisdiction table
- Survey baseline ties
- Miscellaneous tables
- Miscellaneous details
- Erosion and Sediment Control Plan
- Signs & Pavement marking plans
- Bridge Plans
- Bar lists included.

The **Consultant** will prepare and submit 1 electronic copy of the ADP's to the **Sponsor** for review. To NYSDOT – 1 electronic copy.

6.03 Final Plans

The **Consultant** will modify the design to reflect the review of the ADP package, and then submit one (1) electronic copy to NYSDOT for their review and approval.

The **Consultant** will reflect last minute review comments on the plans.

6.04 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit one (1) hard copy and one (1) electronic copy of the contract documents to the NYSDOT for information purposes.

6.05 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project.

The **Consultant** will update the estimate periodically and as necessary to incorporate design changes, and will develop the final Engineer's Estimate, including all quantity computations.

6.06 Utilities

It is assumed that there will be NO involvement with utilities.

6.07 Railroads

There will not be involvement with any railroad company.

6.08 Bridge Load Rating

Concurrent with the PS&E submission date, the Consultant shall complete and provide the State with:

Load Rating

The Consultant shall prepare a Level 1 load rating package as described in NYSDOT Engineering Instruction 05-034 and include the load rating results in the plans in accordance with the EI. Load ratings for new and replacement structures shall also include LRFR ratings as defined in the current

Manual for Bridge Evaluation and as noted in the current Bridge Manual.

Immediately upon its completion, the Consultant shall transmit two hard copies and one electronic Adobe Acrobat file (*.pdf) copy of the Level I load rating package to the State for filing.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Sponsor** will place the advertisements in the **Sponsor's official newspaper(s)**. The **Sponsor** or NYSDOT will place the advertisement in the NYS Contract Reporter.

The **Consultant** will prepare the technical support information for any required addenda during bidding. The **Consultant** will prepare the addenda and send the addenda to all potential bidders, including receiving and tracking addenda confirmations from bidders. The **Sponsor** shall be responsible for obtaining all bidders contact information (fax/email, etc.) during plan sales in the event an addendum is required.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Pre-Construction Meeting & Other Services Prior to Construction

The **Consultant** will answer calls and respond to questions (concerning the contract plans and bid documents) from prospective bidders, and will attend a pre-construction meeting.

7.03 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening. The **Consultant** will not be required to attend the bid opening.

7.04 Award

The **Consultant** will analyze the bid results. The analysis will include:

- verifying the low bidder.
- ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- breaking the low bid into fiscal shares, if necessary.
- determining whether the low bid is unbalanced.
- for pay items bid more than 25% over the Engineer's Estimate:
  - checking accuracy of quantity calculations.
  - determining appropriateness of price bid for work in the item.
- determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract, after review and concurrence by NYSDOT, and will transmit the following information to the NYSDOT for information as described in the Procedures for Locally Administered Federal Aid Projects (LPM):

- transmittal letter, indicating **Sponsor** approval to award to the lowest responsible bidder (or to reject all bids).
- certification from **Sponsor** that bid is acceptable and that low bidder is qualified and able to perform the work.
- certification from the **Consultant** (signed and sealed by a licensed Professional Engineer,

Registered Architect or Registered Landscape Architect) stating that permits, resolutions, railroad and utility agreements, and title for right-of-way necessary to complete the project have been obtained.

- Engineer's Estimate and verified low bid, broken down by fiscal shares.

Section 8 - Construction Support

Construction Support is not included in this original agreement. Construction Support will be included under a supplemental agreement. The scope provided below is for informational purposes only.

8.01 Construction Support

The **Consultant** will provide design responses to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required prepare sketches modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve required shop drawings.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

8.02 As-Built Drawings

- Refer to Section 9 for As-Built Record Drawings.

Section 9 - Construction Inspection

Construction Inspection is not included in this original agreement. Construction Inspection will be included under a supplemental agreement. The scope provided below is for informational purposes only.

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract for Project work.

The **Consultant** will furnish all other office, field, and field laboratory supplies and equipment required to perform properly the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment to the **Contractor** for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete Project records, processing payments, performing inspection work and on-site field tests of all materials and items of work incorporated into the Project consistent with federal policies and the specifications and plans applicable to the Project.

9.03 Municipal Project Engineer

The **Sponsor** will assign a Project Engineer to the Project covered by this Agreement. This Project Engineer will be the **Sponsor's** official representative on the Project and the **Consultant** must report to and be directly responsible to said Project Engineer.

9.04 Ethics

Prior to the start of its services, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment, and programs for its staff assigned to the Project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to perform adequately and competently the requirements of this Agreement.

9.07 Scope of Services/Performance Requirements

1. Quality

   The **Consultant** will enforce the Project Specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans, or defects in the work or materials which would conflict with the expected quality of work, and conflict with the successful completion of the Project.

2. Record Keeping & Payments to the **Contractor**

- All records must be kept in accordance with the directions of the **Sponsor** and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK). The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing changes from Contract Plans, photographs of various phases of construction, and other pertinent data, records, and reports for proper completion of records of the contract.

- Any record plans, engineering data, survey notes, or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the Project. Original tracings of record plans, maps, engineering data, the final estimate, and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

- Unless otherwise modified by this agreement, the **Consultant** will check and, when acceptable, approve all structural shop drawings.

- Upon receipt of written concurrence from the **Contractor** of final quantities, and barring any disputed issues, the **Consultant** shall submit the final estimate of the contract to the **Sponsor** within four (4) weeks of receipt of the written concurrence. All Project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within four (4) weeks after the final estimate has been submitted.

- At the **Sponsor's** request, the **Consultant** shall provide **Sponsor** with one set of full size record plans produced on mylar. In addition at the **Sponsor's** request, the **Consultant** shall provide a record plan file on CD or USB Thumb Drive.

Health & Safety/Maintenance and Protection of Traffic

1) The **Consultant** must ensure that all of its inspection staff assigned to the Project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures, and specifications and that they adhere to those standards. Individual inspectors will be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of Project safety requirements.

2) The **Consultant** is responsible for monitoring the Contractor's and its Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the Project limits, and for the duration, of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** will assign to one individual the responsibility for monitoring the **Contractor's** adherence to Equal Opportunity and Labor requirements contained in the Contract Documents. The **Consultant**, when monitoring the **Contractor's** Equal Opportunity and Labor compliance, will utilize the guidance contained in the Contract Documents, standard specifications, and the **Sponsor's** policies.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1

Estimate four (4) meetings with the **Sponsor** during the design phase of this project (excludes Public Information Meeting).

Estimate sixteen (16) cost and progress reporting periods will occur during the design tasks of this agreement.

Section 2

Assume that GPS methods and equipment will be used to establish vertical control points. The project will be on State Plane Coordinate System. The vertical datum will be based on USGS elevations (NAVD 88) (benchmark or map spot elevation).

Estimate 0 accidents will require analysis.

Estimate 0 highway capacity analyses will be required. Assume Level of Service along Oswego Road to be LOS C (or better) based on traffic volumes.

Estimate 0 soil borings will be taken.

Assume 0 substructure concrete cores will be taken.

Assume no pavement cores will be required.

Assume an Under Bridge Inspection Unit (UBIU) will be required for rental for completion of the bridge inspection.

Assume that no Highway Work Permit from the County or NYSDOT will be required for subsurface borings.

List of subconsultants/subcontractors:
Survey & ROW Mapping – GdB Geospatial (DBE)
Subsurface Investigation – CME Associates, Inc. or ATL, Ltd. (M/WBE)
Asbestos/Lead/Cyanide Screening – ATL, Ltd. (M/WBE)
Environmental – C&S Engineers, Inc.
Abstractor – NA
Appraisals – NA
Construction Inspection – C&S Engineers, Inc.
Construction Materials Testing – To be Determined (M/WBE)

Section 3

Estimate 2 design alternatives will be evaluated.

1.) Null alternative
2.) Bridge Rehabilitation – On same Horizontal Alignment and existing Vertical Profile

Estimate 1 design alternative(s) will be analyzed in detail.

Estimate 3 cost estimate(s) plus 1 update(s) will be required.

Section 4	Estimate 1 mussel survey will be required. Estimate 1 mussel relocation will be required. Estimate 3 permits will be required. Estimate a Phase 1A Cultural Resource(Desktop) Survey will be required. No Phase 1B (Field) Investigation or Phase 2 will be required. Assume a Stormwater Pollution Prevention Plan will NOT be required to satisfy SPDES General Permit GP-0-10-001.
Section 5	Estimate 0 properties will require ROW Acquisition. Estimate 0 properties will require temporary easements.
Section 6	Estimate one (1) cost estimate plus two (2) updates will be required. Estimate zero (0) utility owners and zero (0) railroad agency will be affected.
Section 7	Final contract bid documents will be distributed by Digital PDF to prospective bidders. Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter. The **Sponsor** or NYSDOT will place the NYS Contract Reporter advertisement.
Section 8	***Construction Support is not included in this original agreement. Construction Support will be included under a supplemental agreement.***
Section 9	***Construction Inspection is not included in this original agreement. Construction Inspection will be included under a supplemental agreement.***

10.02 Technical Assumptions

The following technical assumptions are in addition to those made in the scope of services, Sections 1 through 7:

Section 1

1.07 The **Consultant** will submit monthly invoices to the **Sponsor** for work performed on the project. The **Consultant** will submit monthly schedule updates along with required NYSDOT forms to the **Sponsor** and NYSDOT.

Section 2

2.01.A *Design Survey* - The survey subconsultant will contact the utility companies to obtain any plans they might have for their utilities within the project area and request a stakeout. All utilities visible or marked in the field by others will be located. Any underground features, not visible or not marked in the field, will be plotted by use of as-built maps and/or any other available information.

2.01.A Photogrammetric Survey – *Not Included in Agreement*

2.01.C Hydraulic survey and cross sections will be done in accordance with Chapter 13 of the NYSDOT Land Surveying Standards and Procedures Manual. A maximum of thirteen (13) stream cross sections will be obtained in addition to the survey DTM created for the streambed.
2.01.D The bridge abutments and piers will be surveyed in detail.
2.01.C Assume wetland delineation is required.
2.01.G Survey baseline horizontal coordinates will be State Plane. Vertical project control will be the 1988 NAVD Datum.
2.02 1" = 20' design mapping will be provided in *.dgn (MicroStation) electronic format only. Mapping units will be english and the contour interval will be 1 foot. InRoads Terrain model will be used. Road right-of-way will be determined and side property lines will be shown.
2.04 The Sponsor will provide a copy of existing accident data and will provide traffic counts if available.
2.05 Assume a Level of Service check will be performed along Oswego Road.
2.08 Assume no pavement cores will be taken.
Assume no substructure cores or bridge deck cores will be necessary.
Assume no Soil Borings or Rock cores will be necessary.
2.09 Assume hydraulic analysis will be required for the purpose of calculating estimated scour depths for potential construction of scour countermeasures.
2.11 There will only be a brief visual pavement evaluation required. The approach pavement condition will be described in the design report.

Section 3

3.02.A Assume two (2) alternatives will be considered conceptually:

1. Null/No Action Alternative. This alternative will be 'written off' due to non-conformance with the Project Objectives.

2. Bridge Rehabilitation - Same Horizontal Alignment and Vertical Profile.

Assume that a detailed Evaluation of Alternatives will only be performed for the Preferred Alternative.

Assume a Hydraulic Justification Report will NOT be required.

Assume a Structure Justification Report (SJR) will NOT be required.

Assume a Bridge Rehabilitation Justification Report WILL be required.

3.04 The Design Approval Document will be a Bridge Rehabilitation Report (BRR). One (1) electronic copy of the Report will be provided to the **Sponsor**.

3.06.A There will be one (1) Public Information Meeting where C&S will provide visual displays and handouts. Visual displays will include plans, profiles and cross sections of Oswego Road and the bridge mounted on 22x34 inch boards. No renderings or 3 dimensional drawings will be prepared or presented. No PowerPoint presentations will be required.
3.06 Assume no public hearing will be required.

Section 4

4.01 The project is assumed to be classified as NEPA Class II.
4.02 The project is assumed to be classified as SEQRA Type II or Unlisted.
4.03 Assume that the following screenings will be required:
General Ecology and Endangered Species
Ground Water

Surface Water
State and Federal Wetlands (Includes field locating wetlands that could be impacted by the project.)
Flood Plain Evaluation
Coastal Zone Management
Navigable Waterways
Historic Resources
Parks
Hazardous Waste
Asbestos
Noise
Air Quality
Energy
Farmlands
Invasive Species
Visual Impacts
Critical Environmental Areas
Smart Growth
Environmental Justice

Assume the stream is Class "C(ts)" and is regulated by the NYSDEC.
Assume that the project will have no effect on any natural communities or threatened or endangered species.

4.04 Cultural Resources: Assume a Phase 1A (Desktop) Survey will be required. Assume a Phase 1B (Field) Investigation will NOT be required. Assume a Phase 2 Survey will NOT be required. Assume no elements of the bridges or project will be found to be historical or a contributing element to a historic district (SHPO). Assume that no evaluation of alternatives will be necessary for SHPO to issue a determination of "No Adverse Effect." Assume no Memorandum of Agreement with SHPO will be needed and no Data Recovery Plan for prehistoric artifacts will be required.
Assume that a 4(f) or 6(f) report will not be required for this project.
Assume no detailed hazardous waste assessment will be required for the project.
Assume that a Visual Impact Assessment will not be required for this project.
Farmlands are adjacent to the project. Farmlands are not expected to be impacted since this is a rehabilitation project. Assume no detailed farmland assessments will be required.
Assume that an Invasive Species Assessment will not be required for this project.
Assume that a Critical Environmental Areas Assessment will not be required for this project.
Assume that a Smart Growth Assessment will be required for this project.
Assume that an Environmental Justice Assessment will not be required for this project.
Assume that travel lanes will not move close enough to residences to trigger a noise analysis.
Assume that an asbestos assessment, including sampling and analysis, will be required.
Assume no threatened or endangered species surveys will be required.
Assume wetland delineation will be required.
Assume no State or Federal regulated wetlands are within the project area.
Assume no wetland mitigation plans will be required for this project.
Assume that no air quality or noise studies will be needed for this project.
Groundwater: The project is not within a NYSDEC Principal Aquifer area. It is assumed the project will NOT result in new highway construction, significant pavement widening, or the construction of additional travel lanes. As a result, it is assumed that a Toler Analysis or FHWA Pollutant Loadings and Impacts From Highway Stormwater Runoff, 1990 is not required.
Assume a Floodplain Evaluation will NOT be required.

4.05 C&S will prepare permits and supporting information and submit permits. Assume that an Article 15 and a Section 404 COE Nationwide Permit will be required. Assume the project will not

disturb more than 1 acre of currently vegetated area. Therefore, a SPDES permit will not be required. Assume NO SWPPP will be required.

4.06 There will be no environmental hearing.

Section 5

Assume 0 properties will require ROW Acquisition or temporary easements.

Section 6

6.02 Assume bridge rehabilitation of the following elements will be required:

- Bridge deck replacement
- Joint replacement
- Bearing repairs or replacement (if warranted)
- Substructure concrete repairs
- New bridge railing
- Scour countermeasures at all abutments and piers
- New approach slabs (if warranted)
- Minor approach work

Assume no bridge replacement design or detailing is included in this agreement.

No design of caissons or drilled shafts will be required.
A temporary off-site detour will be used while the bridge is replaced.
No temporary bridges will be coordinated or designed by the **Consultant**. No improvements to the detour route will be required.
Assume no seismic design will be required.
Assume concrete approach slabs will be designed and detailed.
Assume no utility conflicts will require utility coordination or utility design work.
Assume no new sidewalks will be required.
Assume no pavement and drainage improvements will be required beyond the limits needed to replace the bridge.

6.02 Assume that no closed drainage system design work will be required.

6.02 Assume that temporary excavation support walls (sheeting, soldier pile or GRES walls) will NOT be required due to the adjacent properties or existing utilities. Assume that a safe slope excavation can be accomplished for the required repair work.

6.03 Bar lists and bar bends will be provided by the **Consultant**.

6.04 C&S will provide three (3) sets of plans, specifications, special notes and specifications, bid sheets, estimate, and prevailing wage rates to the Sponsor. C&S will compile and print contract document sets. Final Bid sets will be distributed electronically to prospective bidders.

Section 7

7.01 The **Sponsor** will advertise the project. The **Sponsor** or NYSDOT will place the NYS Contract Reporter advertisement.

7.02 C&S will respond to questions from plan purchasers and provide support for the **Sponsor** in the issuance of any required addenda. Refer to Section 7.01 for details of addendum preparation responsibilities.

Section 8 ***Construction Support is not included in this original agreement. Construction Support will be included under a supplemental agreement.***

Section 9 ***Construction Inspection is not included in this original agreement. Construction Inspection will be included under a supplemental agreement.***

PROPOSED PROJECT SCHEDULE

• Project Start:	February 2024
• Draft Design Approval Document (DAD)	July 2024
• Final DAD	August 2024
• Design Approval	September 2024
• ADP Design Complete:	December 2024
• Final PS&E / Bid Documents Complete:	March 2025
• ROW Acquisition Certification	March 2025
• Letting	April 2025
• Construction	Summer 2025

** Schedule assumes the following minimum review times from NYSDOT and FHWA:

NYSDOT – Environmental Project Submittal Package Review	2.0 months
NYSDOT – Indian Tribe Responses (concurrent with other reviews)	2.0 months
NYSDOT – Endangered Species Package Review	1.0 months
NYSDOT – Draft DAD	2.0 months
NYSDOT – Final DAD (Design Approval)	1.0 month
NYSDOT – ADP Review	1.0 months
NYSDOT – PSE Review (obligation of funds/permission to advertise)	1.0 months
NYSDEC/USACE – Approval of Permits (concurrent with other reviews)	3.0 months

DESIGN SERVICES
SECTIONS 1 THROUGH 7

LUMP SUM BREAKDOWN BY TASK

PIN 2754.89 BIN 2206390

Oswego Road over Fish Creek

Task	Description	Direct Labor	Contract Amt
1.05 - 1.10	Project Administration/ Reporting	$11,217	$35,208
2.03 - 2.11	Data Collection & Analysis	$9,168	$28,777
3.01 - 3.07	Preliminary Design	$20,644	$64,798
4.01 - 4.04	Environmental Issues/Permits	$6,710	$21,060
5.01	R-O-W Survey & Mapping	$187	$588
6.01 - 6.04	Detailed Design	$46,957	$147,387
7.01	Advertisement, Bid, & Award	$3,896	$12,228
SUBTOTAL LUMP SUM		**$98,780**	**$310,046**
DNSC (Non-salary)	Direct Expenses (Consultant)		$916
DNSC (Subcontractor)	Hazardous Waste Records		$500
DNSC (Subcontractor)	Geotechnical Services		$0
DNSC (Subcontractor)	Asbestos & Lead Sampling & Testing		$2,500
DNSC (Subcontractor)	Abstracts & Appraisals		$0
DNSC (Subcontractor)	Cultural Resources Survey		$0
DNSC (Subcontractor)	Underbridge Inspection Unit & WZTC		$30,000
DNSC (Subconsultant)	Survey and Mapping		$36,000
DNSC (Subconsultant)	Underwater Mussel Survey and Relocation		$30,000
SUBTOTAL DNSC			**$99,916**
SUBTOTAL			**$409,962**
TOTAL - MAXIMUM AMOUNT PAYABLE			**$410,000**

Attachment C, Page 2
Summary

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.89 BIN 2206390

Item IA, Direct Technical Salaries (estimated) Subject to Audit	$98,780
Item IB, Direct Technical Salaries Premium Portion of Overtime subject to audit (estimate)	$0
Item II, Direct Non-Salary Cost (estimated) Subject to Audit	$916
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Contractor Cost)	$33,000
Item III, Overhead	$176,816
Item IV, Fixed Fee	$34,450
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Consultant Cost)	$66,000
Total Estimated Cost	**$409,962**
MAXIMUM AMOUNT PAYABLE	**$410,000.00**

Attachment C, Page 3
Salary Schedule

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.89 BIN 2206390

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVE. HOURLY RATES Aug-23	Project Midpoint Jul-24	MAXIMUM HOURLY RATES 2023	2024	2025	2026	OVERTIME CATEGORY
Senior Principal	VIII (A)	$74.19	$77.90	$82.80	$86.94	$91.29	$95.85	A
Service Group Manager	VIII (A)	$92.60	$97.23	$113.50	$119.18	$125.13	$131.39	A
Department Manager	VII (A)	$71.81	$75.40	$80.70	$84.74	$88.97	$93.42	A
Chief Engineer	VI (A)	$64.76	$68.00	$70.60	$74.13	$77.84	$81.73	A
Principal Engineer	VII (A)	$74.38	$78.10	$86.40	$90.72	$95.26	$100.02	A
Managing Engineer	VI (A)	$62.38	$65.50	$68.80	$72.24	$75.85	$79.64	A
Senior Project Landscape Arch	V (A)	$52.00	$54.60	$52.00	$54.60	$57.33	$60.20	B
Senior Project Engineer	V (A)	$53.26	$55.92	$62.00	$65.10	$68.36	$71.77	B
Project Engineer	IV (A)	$45.83	$48.12	$52.00	$54.60	$57.33	$60.20	B
Environmental Scientist	III (A)	$36.03	$37.83	$37.10	$38.96	$40.90	$42.95	B
Project Environmental Scientist	IV (A)	$41.58	$43.66	$44.40	$46.62	$48.95	$51.40	B
Engineer	III (A)	$41.59	$43.67	$47.80	$50.19	$52.70	$55.33	B
Staff Engineer	I/II (A)	$37.66	$39.54	$40.10	$42.11	$44.21	$46.42	B
Senior Construction Supervisor	IV (N)	$75.25	$79.01	$75.50	$79.28	$83.24	$87.40	A
Construction Supervisor	IV (N)	$60.85	$63.89	$64.40	$67.62	$71.00	$74.55	A
Office Engineer	IV (N)	$52.15	$54.76	$54.80	$57.54	$60.42	$63.44	D
Resident Engineer	IV (N)	$57.38	$60.25	$68.20	$71.61	$75.19	$78.95	D
Senior Designer	III (N)	$39.35	$41.32	$48.40	$50.82	$53.36	$56.03	B
Designer	III (N)	$32.82	$34.46	$35.30	$37.07	$38.92	$40.86	C
Chief Inspector	III (N)	$49.82	$52.31	$52.30	$54.92	$57.66	$60.54	D
Senior Inspector	III (N)	$47.50	$49.88	$57.20	$60.06	$63.06	$66.22	D
Inspector	II (N)	$38.67	$40.60	$42.80	$44.94	$47.19	$49.55	D
Junior Inspector	I (N)	$28.85	$30.29	$31.50	$33.08	$34.73	$36.47	D
Senior Technical Administrator	N/A	$37.69	$39.57	$43.40	$45.57	$47.85	$50.24	C
Student Technician I	N/A	$18.79	$19.73	$20.50	$21.53	$22.60	$23.73	C

NOTES:
Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as submitted in Certified Salary Roster.

OVERTIME POLICY

Category A - No overtime compensation.
Category B - Overtime compensated at straight time rate over 40 billable hours.
Category C - Overtime compensated at straight time rate.
Category D - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the 40 hours per week.

NA - Applies for Titles no longer included in most current Certified Roster.

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.89 BIN 2206390

Job Title	Grade	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Total Hours	Projected Hourly Rate	Direct Technical Labor Cost
Senior Vice President	VIII (A)								0	$0.00	$0.00
Senior Principal	VIII (A)								0	$77.90	$0.00
Service Group Manager	VIII (A)								0	$97.23	$0.00
Department Manager	VII (A)	128	24	61	19	1	67	22	322	$75.40	$24,278.96
Chief Engineer	VI (A)		11		6		72		89	$68.00	$6,051.82
Principal Engineer	VII (A)								0	$78.10	$0.00
Managing Engineer	VI (A)		4				18		22	$65.50	$1,440.98
Managing Planner	VI (A)								0	$0.00	$0.00
Managing Geologist	VI (A)								0	$62.22	$0.00
Senior Project Planner	III (A)								0	$0.00	$0.00
Senior Project Landscape Arch	V (A)								0	$54.60	$0.00
Senior Project Engineer	V (A)	28	36	236		2	500	40	842	$55.92	$47,087.17
Project Engineer	IV (A)		84		32				116	$48.12	$5,582.09
Environmental Scientist	III (A)				88				88	$37.83	$3,329.17
Project Environmental Scientist	IV (A)								0	$43.66	$0.00
Engineer	III (A)		4						4	$43.67	$174.68
Staff Engineer	I/II (A)		3	72			199		274	$39.54	$10,834.78
Senior Construction Supervisor	IV (N)								0	$79.01	$0.00
Construction Supervisor	IV (N)								0	$63.89	$0.00
Resident Engineer	IV (N)								0	$60.25	$0.00
Senior Designer	III (N)								0	$41.32	$0.00
Designer	III (N)								0	$34.46	$0.00
Cad Operator	III (N)								0	$0.00	$0.00
Sr. Program Coordinator	II (N)								0	$31.10	$0.00
Chief Inspector	III (N)								0	$52.31	$0.00
Senior Inspector	III (N)								0	$49.88	$0.00
Inspector	II (N)								0	$40.60	$0.00
Program Coordinator	N/A								0	$0.00	$0.00
GIS Analyst	N/A								0	$0.00	$0.00
Senior Programmer	N/A								0	$0.00	$0.00
Senior Surveyor	IV (N)								0	$0.00	$0.00
Senior Technical Administrator	N/A								0	$39.57	$0.00
Technical Typist	N/A								0	$0.00	$0.00
Party Chief (Field)	III (N)								0	$27.92	$0.00
Instrument Person (Field)	II (N)								0	$24.42	$0.00
Rod Person (Field)	I (N)								0	$20.54	$0.00
	Totals	156	166	369	145	3	856	62	1,757		$98,779.65

Attachment C, Page 5
Estimate of Direct Non-Salary Costs

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.89 BIN 2206390

DIRECT NON-SALARY COSTS

1. Travel, Lodging and Subsistence (travel route reimbursement)

Per Diem	0 days @	0.00 per day		# of People 2	$0.00	
Trips to	trips	miles/trip	rate/mile			
Town Office	4	80	0.655		$209.60	
NYSDOT Region 2	2	110	0.655		$144.10	
Project Site	4	100	0.655		$262.00	
				Total for Travel. Lodging & Subsistence		$615.70

2. Reproduction, Drawings & Reports
Design Phases I - VI

	each	sheets/set	sets			
Mylars (22"x34")	$0.00	0	0		$0.00	
Mylars (11"x17")	$0.00	35	1	No Charge	$0.00	
Drawings (22"x34")	$0.00	0	0		$0.00	
Drawings (11"x17")	$0.00	35	25	No Charge	$0.00	
Reports	$0.00	300	10	No Charge	$0.00	
Proposal Books	$0.00	200	30	No Charge	$0.00	
Color Drawings	$0.00	0	0		$0.00	
Color Copies	$0.00	20	25	No Charge	$0.00	
				Total for Reproduction, Drawings & Reports		$0.00

3. Long Distance Telephone
52 weeks 1 calls per week @ $0.00 per call $0.00

4. Owner's Protective Insurance (Estimated) $0.00

5. Advertisement 2 advertisements $150.00 per ad $300.00

6. Postage/Mail

0 deliveries @	$10.00	each	$0.00	
0 mailings @	$0.00	each	$0.00	
			Total for Postage/Mail	$0.00

TOTAL DIRECT NON-SALARY COST **$915.70**

DIRECT SUB-CONTRACTOR COSTS

1. Corridor Search for Hazardous Waste Assessment $500.00

2. Substructure Cores
0 Cores @ $500.00 each $0.00

3. Soil Borings (Scoure Countermeasures)

0 Mobilization / Local One Call	$3,000.00	Lump Sum		$0.00	
0 WZTC Daily Rate	$2,500.00	per day		$0.00	
0 Soil Borings w/ Cont Sample	$50.00	per foot	75 feet/boring	$0.00	
0 Rock Coring	$100.00	per foot	10 feet/boring	$0.00	
0 Geologist On-site	$1,000.00	per day		$0.00	
0 Laboratory Analysis	$1,000.00			$0.00	
0 Geotech Report & Recomm.	$5,000.00			$0.00	
			Total for Soils Borings		$0.00

4. Asbestos and Lead Paint Sampling & Testing $2,500.00

5. Abstract Work by Vendor
0 Residential $500.00 each $0.00
Total for Abstract Work by Vendor $0.00

6. Appraisal Work by Vendor

0 Residential Parcel Appraisals	$2,500.00	each	$0.00	
0 Residential Parcel Appraisals review	$1,000.00	each	$0.00	
		Total for Abstract Work by Vendor		$0.00

7. Cultural Resources Survey

Phase 1A Investigation		$0.00	
Phase 1B Evaluation		$0.00	
Phase 2 Evaluation		$0.00	
	Total for Cultural Resources Survey		$0.00

8. Underbridge Inspection Unit & WZTC $30,000.00

TOTAL DIRECT SUB-CONTRACTOR COST **$33,000.00**

DIRECT SUB-CONSULTANT COST

1. Surveying and Mapping (GdB Geospatial) $36,000.00
2. Specialty Consultant (NYSDEC Certified for Underwater Mussel Surveys and relocations) $30,000.00

TOTAL DIRECT SUB-CONSULTANT COST **$66,000.00**

Labor Detail
Section 1 - General

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.89 BIN 2206390

Notes: ▒▒ Shading indicates that this task is NOT included in the contract.

WBS Task No.	Description	Sr. Vice Pres.	Sr. Prnc.	Srvc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Prnc. Egr.	Mng. Eng.	Mng. Plnr.	Mng. Geo.	Sr. Prj. Plnr.	Sr. Prj. Arch.	Sr. Prj. Eng.	Prj. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgnr.	Dgnr.	Cad Opr.	Sr. Prg. Crd.	Prg. Crd.	GIS Anlst.	Sr. Prgrm.	Sr. Surv.	Sr. Tch. Adm.	Adm. Ast.	Hours by Task	Direct Labor Costs
1	*GENERAL*																													
1.05	Data Collection - Plans / Records												12																12	$671.08
	/ Reports																													
1.06	Project Meetings				16								16																32	$2,101.16
1.07	Cost & Project Reporting																													
1.07.A	Progress Reports				24																								24	$1,809.61
1.07.B	Cost Control Reports				24																								24	$1,809.61
1.07.C	Project Coord. and Management				40																								40	$3,016.02
1.10	Subconsultant Agreements																													
1.10.A	Agreements				8																								8	$603.20
1.10.B	Overall Subconsultant/DBE Coord.				16																								16	$1,206.41
1.11	Subcontract Agreement																													
1.11.A	Boring Location Plan																													
1.11.B	Subsurface Investigation Bids																													
1.11.C	Subsurface Borings Agreement																													
1.11.D	M&PT/Traffic Control Plans																													
1.11.E	Traffic Control Bids																													
1.11.F	Traffic Control Agreements																													
1.11.G	Special Access Specifications																													
1.11.G	Special Access Bids																													
1.11.H	Special Access Agreement																													
1.11.I	Concrete Coring / GPI / Load																													
1.11.J	Testing Specifications																													
1.11.K	Concrete Coring / GPI / Load																													
1.11.L	Testing Bids																													
1.11.M	Coring/GPI/Load Testing																													
1.11.N	Abstracts of Title																													
1.11.O	Property Appraisals																													
1.11.P	Secondary Opinion of Property Appraisals																													
1.11.Q	(Appraisal Review)																													
	Totals				128								28																156	$11,217.11

Labor Detail
Section 2 - Data Collection and Analysis

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.89 BIN 2206390

Notes: Shading indicates that this task is NOT included in the contract.
Hatching indicates that this task is being done by the Municipality.

WBS Task No.	Description	Sr. Vice Pres.	Sr. Prnc.	Srvc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Prnc. Egr.	Mng. Eng.	Mng. Plnr.	Mng. Geo.	Sr. Prj. Plnr.	Sr. Prj. Arch.	Sr. Prj. Eng.	Prj. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgnr.	Dgnr.	Cad Opr.	Sr. Prg. Crd.	Prg. Crd.	GIS Anlst.	Sr. Prgrm.	Sr. Surv.	Sr. Tch. Adm.	Adm. Ast.	Hours by Task	Direct Labor Costs
2	DATA COLLECTION & ANALYSIS																													
2.01	Design Survey																													
2.01.A	Survey																													
2.01.A	Field Edits (Survey Review)				1								4																5	$299.09
2.01.B	Control Report Review				1																								1	$75.40
2.01.B	Baseline Ties & Benchmark Table Review													2															2	$96.24
2.01.C	Feature Crossed X-Sections																													
2.01.C.1	Stream X-Sections Review				1								8																9	$522.78
2.01.C.2	Under-Roadway X-Sections																													
2.01.D	Wetland Boundary Survey																													
2.01.E	Tie-in of Soil Borings													1				1											2	$87.66
2.01.E	Supplemental survey & Mapping				1									2				2											5	$250.73
2.03	Determination of Existing Conditions																													
2.03.A	Site Visit & Reconnaissance				8								8																16	$1,050.59
2.03.B	Determine Clear Zones													1															1	$48.12
2.03.C	Document Exstg. Conditions				2								8																10	$598.19
2.03.D	Traffic Control (for Soil Borings)																													
2.03.E	Special Access Equipment																													
2.03.F	Coring & Testing Program																													
2.03.G	Traffic Control (for Special																													
	Access and/or Coring Equipment)																													
2.03.H	Utility Inventories				1									4															5	$267.89
2.04	Accident Data & Analysis							2						4															6	$323.46
2.05	Traffic Counts				1			2					8				4												15	$828.46
2.06	Capacity Analysis																													
2.07	Determine Future Plans																													
2.08	Soil Investigations																													
2.08.A	Soil Borings (Coord. & Review)																													
2.08.B	Logs, Tests & Reports																													
2.09	Hydraulic Evaluations																													
2.09.A	Locations for Hydraulic X-Sections				2									8															10	$535.77
2.09.B	Review FEMA Detailed Study				1									4															5	$267.89
2.09.C	Existing Hydraulic evaluation				1	4								32															37	$1,887.28
2.09.D	Freeboard (Stream Crossing)				1	1								8															10	$528.37
2.09.E	Proposed Hydraulics				1	2								8															11	$596.37
2.09.F	Scour Evaluation				1	4								8															13	732.3645
2.10	Bridges to be Rehabilitated																													
2.10.A	Bridge/Structural Inspection																													
2.10.B	Bridge Inspection Report																													
2.10.C	Determine Min Clearance of Under																													
	Roadway (GradeSep)																													
2.10.D	Deck Evaluation Report																													
2.10.E	Load Rating																													
2.11	Pavement Evaluation				1									2															3	$171.64
	Totals				24	11		4					36	84			4	3											166	$9,168.33

Labor Detail
Section 3 - Preliminary Design

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.89 BIN 2206390

Notes: ▒▒ Shading indicates that this task is NOT included in the contract.

WBS Task No.	Description	Sr. Vice Pres.	Sr. Pmc.	Srvc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Pmc. Egr.	Mng. Eng.	Mng. Plnr.	Mng. Geo.	Sr. Prj. Plnr.	Sr. Prj. Arch.	Sr. Prj. Eng.	Prj. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgnr.	Dgnr.	Cad Opr.	Sr. Prg. Crd.	Prg. Crd.	GIS Anlst.	Sr. Prgrm.	Sr. Surv.	Sr. Tch. Adm.	Adm. Ast.	Hours by Task	Direct Labor Costs
3	**PRELIMINARY DESIGN**																												
3.01	**Design Criteria**																												
3.01.A	Feature Carried Design Criteria				2								4															6	$374.49
3.01.B	Feature Crossed Design Criteria																												
3.02	**Development of Alternatives**																												
3.02.A	Develop Conceptual Alt's.				12								32					32										76	$3,959.72
3.02.A.1	Highway Elements (plan, profile)				2								16					16										34	$1,678.26
3.02.B	Non-Standard Features				2								2															4	$262.65
3.02.C	Feasible Alternatives				2								16															18	$1,045.57
3.02.D	Required Vertical Clearance of Under-Roadway (GradeSep)																												
3.02.E	Bridge Deck Drainage Analysis																												
3.02.F	Determine Take Lines				1								2															3	$187.25
3.02.G	Utility Relocations				1								2															3	$187.25
3.03	**Cost Estimates**																												
3.03.A	Utility Costs				1								2															3	$187.25
3.03.B	Project Cost Estimates				2								24															26	$1,492.95
3.04	**Preparation of Draft Design Approval Document**																												
3.04.A	Draft Design Report				12								60					16										88	$4,892.87
3.04.C	DDAD - Reproduction																												
3.05	**Agency Reviews**																												
3.05A	Address comments				4								12															16	$972.68
3.06	**Public Info Meeting**																												
3.06A	Initial meeting																												
3.06B	Formal meeting				8								24					8										40	$2,261.70
3.07	**Preparation of Final Design Approval Document**																												
3.07.A	Hydraulic Justification Report				2																							2	150.801
3.07.B	Final Design Approval Document				8								40															48	$2,840.12
3.07.C	FDAD - Reproduction																												
3.07.D	Design Approval Request - Funding Obligated/Sign-offs				2																							2	$150.80
	Totals				61								236					72										369	$20,644.35

Labor Detail
Section 4 - Environmental

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.69 BIN 2206390

Notes: ▒▒ Shading indicates that this task is NOT included in the contract.

WBS Task No.	Description	Sr. Vice Pres.	Sr. Prnc.	Srvc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Prnc. Egr.	Mng. Eng.	Mng. Plnr.	Mng. Geo.	Sr. Prj. Plnr.	Sr. Prj. Arch.	Sr. Prj. Eng.	Prj. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgnr.	Dgnr.	Cad Opr.	Sr. Prg. Crd.	Prg. Crd.	GIS Anlst.	Sr. Prgrm.	Sr. Surv.	Sr. Tch. Adm.	Adm. Ast.	Hours by Task	Direct Labor Costs
4	**ENVIRONMENTAL**																													
4.01	NEPA Determination				1										4														5	$226.73
4.02	SEQRA Determination				1										4														5	$226.73
4.03	**Screenings & Preliminary Assessments**																													
4.03.A	Flood Plain Impacts				2	2								8														12	$671.77
4.03.B	Record Search Haz. Mat'ls				1										8														9	$378.05
4.03.C	Hazardous Waste Screening				1										8														9	$378.05
4.03.D	Haz. Waste Report				1										16														17	$680.70
4.03.E	Asbestos Screening				1										2														3	$151.06
4.03.F	Asbestos Memorandum				1										2														3	$151.06
4.03.G	Ecology & Wildlife Screening				1										2														3	$151.06
4.03.H	Ecological & Wildlife				1										2														3	$151.06
	letters & replies																													
4.03.I	Farmland Assessment																													
4.03.J	Agricultural Replies																													
4.03.K	Welland Assessment / Delineation Report				2										16														18	756.105
4.03.L	CR Survey Phase IA																													
4.03.M	CR Phase IA Report																													
4.03.N	Sec 106 & 1409 Coordination																													
4.03.O	CR Survey Phase 1B																													
4.03.P	CR Survey Phase 1B Report																													
4.03.Q	Sec 106 & 1409 Determination																													
4.03.R	Anticipated Permits & Approvals				1										2														3	$151.06
4.03.S	Groundwater				1										2														3	$151.06
4.04	**Detailed Studies**																													
4.04.A	Lead and Asbestos Sampling & Test				1										2														3	$151.06
4.04.B	Lead and Asbestos Report				1										2														3	$151.06
4.04.C	Welland Boundary Marks Set																													
4.04.D	Environmental Mitigation Plan																													
4.05	**Permits & Approvals**																													
4.05.A	Permit Applications				2	4								24	16														46	$2,183.01
4.05.B	Environmental Commitment Form																													
	(ECOPAC)																													
4.05.C	Storm Water Pollution Prevention Plan																													
	(SWPPP)																													
	Totals				19	6								32	88													145	$6,709.66

Labor Detail
Section 5 - Right-of-Way

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.89 BIN 2206390

Notes: ▒▒ Shading indicates that this task is NOT included in the contract. (TO BE INCLUDED IN SUPPLEMENTAL AGREEMENT)
Hatching indicates that this task is being done by the Municipality.

WBS Task No.	Description	Sr. Vice Pres.	Sr. Pmc.	Srvc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Pmc. Egr.	Mng. Eng.	Mng. Plnr.	Mng. Geo.	Sr. Prj. Plnr.	Sr. Prj. Arch.	Sr. Prj. Eng.	Prj. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgnr.	Dgnr.	Cad Opr.	Sr. Prg. Crd.	Prg. Crd.	GIS Anlst.	Sr. Prgrm.	Sr. Surv.	Sr. Tch. Adm.	Adm. Ast.	Hours by Task	Direct Labor Costs
5	**RIGHT OF WAY**																													
5.01	**Abstract Request Map**																													
5.01.A	Abstract Request Map																													
5.01.B	Title Abstract review																													
5.02	ROW Survey																													
5.03	ROW Acquisition Maps																													
	(Coordination and Review)																													
5.04	R.O.W. Plans																													
5.07	Property Appraisals																													
5.08	Appraisal Reviews																													
5.09	**Negotiations & Acquisitions**																													
5.09.A	Property Negotiations																													
	Intro Letters																													
	Offer Letters																													
	Deed Descriptions																													
	Revisions to above documents																													
5.09.B	File Acquisitions with																													
	County Clerk																													
5.09.C	R.O.W. Certification				1								2																3	$187.25
	Totals				1								2																3	$187.25

Labor Detail
Section 6 - Detailed Design

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.69 BIN 2206390

Notes: ▒▒▒ Shading indicates that this task is NOT included in the contract.

WBS Task No.	Description	Sr. Vice Pres.	Sr. Pmc.	Srvc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Pmc. Egr.	Mng. Eng.	Mng. Plnr.	Mng. Geo.	Sr. Prj. Plnr.	Sr. Prj. Arch.	Sr. Prj. Eng.	Prj. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgnr.	Dgnr.	Cad Opr.	Sr. Prg. Crd.	Prg. Crd.	GIS Anlst.	Sr. Prgrm.	Sr. Surv.	Sr. Tch. Adm.	Adm. Ast.	Hours by Task	Direct Labor Costs
6	**DETAILED DESIGN**																													
6.01.A	**Preliminary Plans (Bridge)**																													
6.01.A.1	Alignment Plan				1			4					16					16											37	$1,864.85
6.01.A.2	Tear Sheet Notes																													
6.01.A.3	General Notes				1								4															5	$299.09
6.01.A.4	Cost Estimate				1			4					16															21	$1,232.16
6.01.A.5	Designer Notes																													
6.01.A.6	Foundation Notes																													
6.01.A.7	Elevation (Include Creek or Under-Roadway)				1								8					8										17	$839.13
6.01.A.8	Profiles (Roadway and Crk or Under-Roadway)				1								8					8										17	$839.13
6.01.A.9	Typical Sections (Bridge, Approach & Highway)				1								8					8										17	$839.13
6.01.A.10	WZTC (Feature Carried)				1	4							8					16										29	$1,427.46
6.01.A.11	Design Procedure Checklist												2															2	$111.85
6.01.A.12	Constructability & Peer Review (Hwy and Br)				1	8																						9	$619.38
6.01.A.12	Foundation Design Report																													
6.01.A.13	Prel Plan Reproduction																													
6.01.A.14	Distribute to Owner & Utility Co's				1								4															5	$299.09
6.01.A.15	Review & Approval																													
6.01.A.16	Response to Prel Plan Comments				1								4					8										13	$615.44
6.01.A.17	Structure Study Package																													
6.01.A.18	Bridge Site Data Sheets																													
6.01.A.19	Structure Study Plan																													
6.01.A.20	Structure Justification Rpt.				1	2							12															15	882.4725
6.01.A.21	Foundation Design Criteria				1	2							2															5	$323.24
6.02	**Advance Detail Plans**																													
6.02.A	Plan, Elevation & Profile				1			2					8					8										19	$970.13
6.02.B	Typical & Transverse Sections				1			2					8					4										15	$811.95
6.02.C	Highway Transt Details (Longitudinal)				1			2					8					2										13	$732.87
6.02.D	Notes & Quantity Estimate				1								16					4										21	$1,128.34
6.02.E	Baseline Ties & Benchmark Table												1					1										2	$95.47
6.02.F	Subsurface Profile																													
6.02.G	Excavation & Embankment				1	2							20					8										31	$1,646.20
6.02.H	Cofferdams & Water Discharge Control				1								12					6										19	$963.73
6.02.I	Seismic Design																													
6.02.K	Superstructure Design				2	4							16															22	$1,317.56
6.02.L	Superstructure Layout, Elev., Sect's, Details				2	4							32					16										54	$2,845.02
6.02.N	Bearing Design																													
6.02.O	Bearing Details																													
6.02.Q	Abutment / Footing Design				2	4							16															22	$1,317.56
6.02.R	Wingwall Design				1	4							16															21	$1,242.16
6.02.S	Pile Design				1	4							16															21	$1,242.16
6.02.T	Substructure Plans, Elev's, Sect's, Layout, & Details				2	6							20					28										56	$2,920.45
6.02.U	Structural Deck																													
6.02.V	Approach Slabs																													
6.02.W	Joint Systems																													
6.02.X	Railing Layout & Details				1								8					12										21	$997.30
6.02.Y	WZTC (Feature Carried)				1			4					8					8										21	$1,101.12
6.02.Z	Utilities (design) incl. lighting & water																													
6.02.AA	Cover Sheet & Index				1								2					2										5	$266.33
6.02.AB	Cost Estimate				2	12							16															30	$1,861.55
6.02.AC	Special Specifications				1								2															3	$187.25
6.02.AD	Utility Coordination and Utility Agreements				2								2															4	$262.65
6.02.AE	Design Procedure Checklist																													
6.02.AF	Driveway Des., Signage and Pvmt Markings				1								2					4										7	$345.42
6.02.AG	Project Status Report Covers all the above plus Betterments & Encroachments																													
6.02.AH	Submit Proposed Const. Insp. Agreement																													
6.02.AI	Review & Comments																													
4.05.AJ	SPDES Permit and SWPPP Preparation																													
6.02.AK	Response to ADP Comments				2	2							8															12	$734.18
6.03	**Contract Documents**																													
6.03.A	Apply for State Wage Rates												1					2										3	$135.01
6.03.B	Plan, Elevation & Profile				1								4					2										7	$376.18
6.03.C	Typical & Transverse Sections												4					2										6	$302.78
6.03.D	Highway Transition Details (Longitudinal)												8					2										10	$526.47
6.03.E	Notes & Quantity Estimate				1								8					2										11	$601.87
6.03.F	Construction Sequence																													
6.03.G	Baseline Ties & Benchmarks Table																	1										1	$39.54
6.03.H	Subsurface Profile																													
6.03.I	Excavation & Embankment												2					2										4	$190.93
6.03.J	Cofferdams & Water Discharge Control				1								2					2										5	$266.33
6.03.K	Substructure Plans				2								16					2										20	$1,124.66
6.03.L	Superstructure Plans				2								16					2										20	$1,124.66
6.03.M	Structural Deck																													
6.03.N	Approach Slabs																													
6.03.O	Joint Systems																													
6.03.P	Railing Layout & Details				1								2					2										5	$266.33
6.03.Q	WZTC (Feature Carried)				1								2					2										5	$266.33
6.03.R	Utilities (design)				1								2					2										5	$266.33
6.03.S	Cover Sheet & Index												1					1										2	$95.47
6.03.T	Miscellaneous Details (Hwy and Bridge)				2								4					2										8	$453.58
6.03.U	Bar Lists & Bends				2	8							40					2										52	$3,010.79
6.03.V	Design Calculation Manual																													
6.03.W	Design Procedure Checklist																													
6.03.X	Project Status Report																													
6.03.Y	Project Manual (Bid Proposal Book)				4								32															36	$2,091.14
6.03.Z	Special Notes																													
6.03.AA	Special Conditions																													
6.03.AB	State Wage Rates																													
6.03.AC	DBE / WBE / MBE Goals																													
6.03.AD	Advertisement (w/o letting date)																													
6.03.AE	Contract Completion Date																													
6.03.AF	Contract Boilerplate																													
6.03.AG	Special Specs																													
6.03.AH	PS&E Reproduction																													
6.03.AI	Review & Comments				2								8															10	$598.19
6.03.AJ	NYSDOT Highway Work Permit																													
6.03.AK	Cover Sheet Signatures & Stamp				1								2					2										5	$266.33
6.03.AL	Approval to Advertise				1																							1	$75.40
6.03.AM	Contract Documents Reproduction																													
6.04	**Cost Estimate**																													
6.04.A	Finalize Estimate				1								4															5	$299.09
6.04.B	Lump Sum Price Analysis				1								1															2	$131.32
6.04.C	Quantity Estimate Manual																													
6.05	**Utilities**																													
6.05.A	Agreements				1								4															5	$299.09
6.06	**Railroads**																													
6.06.A	Railroad Agreement, Details and Notes																													
6.07	**Inventory Forms & Load Rating**																													
6.07.A	Inventory Forms				1								2															3	$167.25
6.07.B	Level 1 Load Rating				1	4							4															9	$571.08
6.08	**Information Transmittal**																													
6.08.A	Design documentation				1								2															3	$167.25
	Totals				67	72		18					500					199										856	$46,957.23

Labor Detail
Section 7 - Advertisement, Bid Opening and Award

C&S Engineers, Inc.
Oswego Road over Fish Creek
Town of Vienna
PIN 2754.89 BIN 2206390

Notes: ▒▒ Shading indicates that this task is NOT included in the contract. (TO BE INCLUDED IN SUPPLEMENTAL AGREEMENT)

WBS Task No.	Description	Sr. Vice Pres.	Sr. Prnc.	Srvc. Grp. Mgr.	Dep. Mgr.	Chief Eng.	Prnc. Egr.	Mng. Eng.	Mng. Plnr.	Mng. Geo.	Sr. Prj. Plnr.	Sr. Prj. Arch.	Sr. Prj. Eng.	Prj. Eng.	Env. Sci.	Geol.	Engr.	Staff Engr.	Sr. Dgnr.	Dgnr.	Cad Opr.	Sr. Prg. Crd.	Prg. Crd.	GIS Anlst.	Sr. Prgrm.	Sr. Surv.	Sr. Tch. Adm.	Adm. Ast.	Hours by Task	Direct Labor Costs
7	**ADVERTISE, BID & AWARD**																													
7.01	**Advertisement**																													
7.01.A	Advertisement Length &												2															2	$111.85
	Letting Date																													
7.01.B	Advertisement												2															2	$111.85
	(Min. 3 weeks long)																													
7.02	**Other Services Prior To Constr.**																													
7.02.A	Plan Sales	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒
7.02.B	Pre-Bid Meeting	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒	▒▒
7.02.C	Addendum				2								4															6	$374.49
	Questions during Bidding				8								12															20	$1,274.28
7.03	**Bid Opening**				4																							4	$301.60
7.04	**Award**																													
7.04.A	Canvass of Bids				4								12															16	$972.68
7.04.B	Award Package				4								8															12	$748.99

Attachment D

(Change Order)

Contract No. ########

Project No. PIN ########

Change Order No. 1

Effective Date Month, Day, Year

CHANGE ORDER

This Change Order modifies the Agreement entered into the X day of Month, Year, between Oneida County ("COUNTY") and C&S Engineers, Inc. ("CONSULTANT") as follows:

1. **Change in Services**:
   1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.

2. **Change in time of Performance** (attach schedule if appropriate):
   2.1. No Change.

3. **Change in CONSULTANT's Compensation**:
   3.1. CONSULTANT shall be compensated an additional fee in the amount of $XXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY	**CONSULTANT**
Signature	Signature
Anthony J. Picente, Jr. Oneida County Executive	Seth D. Kaeuper, P.E. Transportation Group Manager
Date:	Date:

Approved

Signature

Andrew Dean, Esq.
Deputy County Attorney-Administration

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	CONTACT NAME: Sharon Brubaker PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkley Assurance Company	39462
INSURED C&SWORL C&S Engineers, Inc. 499 Col. Eileen Collins Blvd Syracuse, NY 13212-0000	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 693734736 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Incl. Pollution Liability			PCAB50224950723	7/1/2023	7/1/2024	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: State Bridge NY program project —Bridge Identification No. 2206390—over Fish Creek in the Town of Vienna.
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

County of Oneida
800 Park Avenue
Utica, NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Haylor, Freyer & Coon, Inc.
PO Box 4743
Syracuse NY 13221

CONTACT NAME: Kim Acevedo
PHONE (A/C, No, Ext): 315-451-1500 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@haylor.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Charter Oak Fire Ins. Co.	25615
INSURER C : Travelers Casualty Ins Co of America	19046
INSURER D : Travelers Prop. Cas. Co. of America	25674
INSURER E : Merchants Mutual	23329
INSURER F : Travelers Excess & Surplus Lines Co	29696

INSURED CSENGINEER
C&S Engineers Inc.
499 Col Eileen Collins Blvd
Syracuse, NY 13212

COVERAGES **CERTIFICATE NUMBER:** 941584476 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual [ ] Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	6307E874377IND23	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	8101N6679802236G	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	EX5T855169	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB7K6963972343G	7/1/2023	7/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Umbrella Excess Liability			EXL0003145 EX9T92466823NF	7/1/2023 7/1/2023	7/1/2024 7/1/2024	$5,000,000 P Pcc/Agg $15,000,000	$10,000 Retention Per Occurrence/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached Acord 101

Project: State Bridge NY program project -Bridge Identification No. 2206390-over Fish Creek in the Town of Vienna

CERTIFICATE HOLDER

County of Oneida
800 Park Avenue
Utica NY 13501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CSENGINEER

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Haylor, Freyer & Coon, Inc.	C&S Engineers, Inc. 499 Col Eileen Collins Blvd. Syracuse, NY 13212
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Forms Enclosed:

General Liability:
CG T8 03 - Blanket Additional Insured (Contractors)- New York
CG D3 79 (02/19) - Xtend Endorsement for Architects, Engineers, and Surveyors- Waiver
IL T4 05 (05/19) - Designated Entity- Notice of Cancellation Provided By Us

Automobile:
CA T4 74 (02/16) - Blanket Additional Insured- Primary and Non-Contributory with Other Insurance
CA T9 60 (02/15) - New York Business Auto Coverage Extension Form

Workers Compensation: WC 00 03 13 (00) - Waiver of Our Right to Recover from Others Endorsement

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS) – NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization. The person or organization is only an additional insured with respect to liability caused by "your work" for that additional insured.
2. The insurance provided to the additional insured is limited as follows:
   a) In the event that the limits of liability stated in the policy exceed the limits of liability required by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought, the insurance provided by this endorsement shall be limited to the limits of liability required by such contract or agreement. This endorsement shall not increase the limits stated in Section III – LIMITS OF INSURANCE.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
      I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
      II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
   c) This insurance does not apply to "bodily injury" or "property damage" caused by "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought and then only for the period of time required by such contract or agreement and in no event beyond the expiration date of the policy.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I – Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
4. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional in-

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sured when that person or organization is an additional insured under such other insurance.

5. As a condition of coverage, each additional insured must:

a.) Give us written notice of any "occurrence" or offense which may result in a claim and written notice of "suit" as soon as reasonably possible.

b.) Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.

c.) Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.

d.) Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

However, paragraphs **5.c.)** and **d.)** above do not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in paragraph **4.** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. WAIVER OF DEDUCTIBLE – GLASS
G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
I. PERSONAL PROPERTY
J. AIRBAGS
K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS.
L. BLANKET WAIVER OF SUBROGATION
M. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "Insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

I. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

J. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative notice as soon as reasonably

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possible of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

L. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

M. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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POLICY NUMBER: 8101N6679802236G
6307E874377IND23

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB7K6963972343G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - FOLLOW FORM TO EXCLUSIONS IN UNDERLYING INSURANCE ONLY WHEN EXCESS OF CONTROLLING UNDERLYING INSURANCE AND POST JUDGEMENT INTEREST

This endorsement modifies insurance provided under the following:

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

PROVISIONS:

1. The following replaces Paragraph **1.b.(2)**, **INSURING AGREEMENT**, of **SECTION I - EXCESS (FOLLOWING FORM) LIABILITY COVERAGE:**

   (2) If any "underlying insurance" is excess of the "controlling underlying insurance", any additional exclusions not contained in the "controlling underlying insurance" that are contained in such other "underlying insurance".

2. The following is added to paragraph **2.d. DEFENSE OF CLAIMS OR SUITS** of **SECTION I - EXCESS (FOLLOWING FORM) LIABILITY COVERAGE:**

   (4) Only to the extent that it is not paid by any policy of "underlying insurance" or by any other insurance, all interest that accrues on the full amount of the judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the "applicable limit of insurance". If we do not pay part of the judgment for any reason other than it is excess of the "applicable limit of insurance", we will not pay any interest that accrues on that portion of the judgment.

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) C&S Engineers Inc. 499 Col Eileen Collins Blvd Syracuse, NY 13212 Work Location of Insured (Only required if coverage is specifically limited to *certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 315-455-2000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 13-5318940
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Oneida 800 Park Avenue Utica NY 13501	3a. Name of Insurance Carrier Travelers Casualty Ins Co of America 3b. Policy Number of Entity Listed in Box "1a" UB7K6963972343G 3c. Policy effective period 7/1/2023 to 7/1/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A **on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send** this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐YES ☒NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: James D. Freyer, Jr
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 4/11/2024
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-451-1500

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subs cribed by an insurance carrier is produced in a form satisfactory to the chair, that com pensation for all employees has been secured as provided by this chapter.

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

April 8, 2024

FN 20 24-227
PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente,

Attached is the master template intermunicipal agreement for snow and ice removal which the County intends to establish with various municipalities within the County. Also included is a chart outlining the breakdown of mileages and payments for any of the municipalities that may indicate that they are interested in entering into one of these agreements.

Under the proposed master template, the municipalities will receive Six Thousand Eight Hundred dollars and Zero cents ($6,800.00) per mile for performing snow and ice control on County roads for the 2024–2025 snow season, and Six Thousand Nine Hundred dollars and Zero cents ($6,900.00) per mile for performing snow and ice control on County roads for the 2025–2026 snow season. The cost will be $4,033,828 for 2024-2025 and $4,093,149 for 2025-2026, for a total cost of $8,126,977.00.

If you concur with this request, please forward to the Board of Legislators for consideration at their next meeting.

Thank you in advance for your consideration.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-16-24

Oneida County Department: Public Works – Highways & Bridges

Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	Various Municipalities in Oneida County
Title of Activity of Service:	Snow and Ice Control on County Roads -Master Template Agreement with participating municipalities.
Proposed Dates of Operation:	November 1, 2024 – April 30, 2025 November 1, 2025 – April 30, 2026
Client Population/Number to be Served:	All those traveling County roads during Winter

Summary Statements

1) Narrative Description of Proposed Services:

Participating municipalities will perform snow and ice control on Oneida County roads, and in exchange will receive payment per mile, as set forth in an exhibit to each intermunicipal agreement.

2) Program/Service Objectives and Outcomes:

This shared services agreement will assist the County in maintaining roads for the safety of all travelers.

3) Program Design and Staffing: N/A

4) Funding

Account #:	D5142.495
Total Funding Requested:	$8,126,977.00
Oneida County Dept. Funding Recommendation:	$8,126,977.00

Proposed Funding Sources	
Federal:	$0.00
State:	$0.00
County:	$8,126,977.00
Other:	0.00

Past Performance Data: The County has partnered successfully with the municipalities for many years through this arrangement, saving taxpayers money through shared services.

O.C. Department Staff Comments: This program is an effort to utilize existing resources to accomplish a common goal. Each participating municipality needs to bring its agreement before its governing body for approval.

INTERMUNICIPAL AGREEMENT FOR THE CONTROL OF
SNOW AND ICE ON COUNTY ROADS

This Intermunicipal Agreement for the Control of Snow and Ice on County Roads ("Agreement") is by and between the County of Oneida ("County"), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501, and the _____ of _____ ("Municipality"), a New York municipal corporation with its principal offices at _____. The County and the Municipality are each a "Party" and together, the "Parties."

WHEREAS, the Parties desire that the Municipality perform snow and ice control and removal on the improved County road system located within the geographical boundaries of the Municipality for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, pursuant to General Municipal Law Section 119-o, municipal corporations may agree for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the governing body of the Municipality has adopted a resolution authorizing the Municipality to enter into this Agreement; and

WHEREAS, the Oneida County Board of County Legislators has adopted a resolution authorizing the County to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TERM

1.1. The term of this Agreement shall be from November 1, 2024 to April 30, 2025 ("First Term").

1.2. This Agreement will automatically renew for one additional term that shall begin November 1, 2025, and end April 30, 2026 ("Second Term").

2. SCOPE OF WORK

2.1. The Municipality shall perform snow and ice control and removal operations of certain roads (the "Work").

2.2. The Parties hereby agree that said roads consist of **XXXX** miles of improved County roads located within the geographical boundaries of the Municipality, further described in the Municipality's "Local Roads Listing" attached hereto and made a part hereof as Exhibit A (hereinafter referred to as the "Roads").

2.3. The Municipality shall furnish, at its own cost and expense, all labor, superintendence, insurance, machinery, equipment, materials, tools, and

fuel necessary to timely and fully provide the Work pursuant to the best practices within the industry.

2.4. The Municipality will make every reasonable effort to eliminate slippery, and/or black ice conditions on the Roads, and will make every effort to ensure that the Roads are sanded or otherwise treated to restore traction, with particular attention to steep hills, sharp curves and intersections.

2.5. The Municipality shall maintain the travel lanes and shoulders of the Roads reasonably clear from snow and ice as weather conditions will allow.

2.6. The Municipality shall prevent the formation of snowbanks next to the Roads, as practicable; and shall remove snowbanks that are hazardous to the safety of the traveling public including, but not limited to, snowbanks that hinder the sight distance at intersections.

3. PERFORMANCE OF WORK

3.1. The Municipality shall secure and maintain safe Work sites and conditions in accordance with all applicable state and federal laws.

3.2. The Municipality shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable federal, state, county and municipal laws, rules, ordinances and regulations.

3.3. The Municipality shall be responsible for providing its employees and/or subcontractors all necessary safety equipment. It shall take all appropriate precautions for the safety of employees or subcontractors on the Work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.

3.4. The Municipality represents that its employees and/or subcontractors are licensed (as applicable) and have the specialized skill, experience, and ability to perform the Work.

3.5. The Municipality shall be solely responsible for the performance of the Work by its employees and/or subcontractors, in compliance with this Agreement.

4. PAYMENT

4.1. For providing the Work for the First Term the County shall pay the Municipality Six Thousand Eight Hundred Dollars and Zero Cents ($6,800.00) per mile of Road, for a total of _____ miles, totaling $_____.

4.2. For providing the Work for the Second Term the County shall pay the Municipality Six Thousand Nine Hundred Dollars and Zero Cents

($6,900.00) per mile of Road, for a total of _____ miles, totaling $_____.

4.3. The County shall make two equal payments to the Municipality for each of the First Term and Second Term. The first payment of each term shall be made on or about February 15 of such term in the sum representing fifty percent (50%) of the total payment for the relevant Term. The second payment of each term shall be made no later than May 1 following such term in the sum representing fifty percent (50%) of the total payment for the relevant Term.

4.4. The County shall have no liabilities to the Municipality other than the amount specified above.

4.5. The County shall not be liable for late fees or interest on late payments.

4.6. The County reserves the right to offset payment under this Agreement due to the Municipality's failure to perform its obligations under this Agreement, or for damages to the County.

4.7. It is understood and agreed that the County shall not be responsible for any costs incurred by the Municipality prior to the effective date of each of the First Term and Second Term, incurred between the First Term and Second Term, or incurred following the termination of this Agreement.

5. NON-ASSIGNMENT

5.1. Except as provided in Section 6.1, each Party agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, of the other Party.

6. SUBCONTRACTS

6.1. The Municipality may, at the Municipality's own expense, employ or engage the services of such employees and/or subcontractors as it deems necessary to perform the Work.

6.2. A subcontractor is a person who has an agreement with the Municipality to perform any of the Work described herein.

6.3. The Municipality agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Municipality proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Municipality and any subcontractor(s) regarding the award of any portion of the Work within ten (10) days of their final execution.

6.4. Agreements between the Municipality and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits.

7. INDEMNIFICATION

7.1. The obligations of the Municipality under this section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.

7.2. To the fullest extent permitted by law, the Municipality agrees that it shall defend, indemnify and hold harmless the County and its officers, directors, agents, employees, servants and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Municipality and its agents, servants, employees or subcontractors, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Municipality or failure on the part of the Municipality to comply with any of the covenants, terms or conditions of this Agreement or any law. The Municipality shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the Roads. The Municipality further shall save the County harmless from all claims for labor or materials used in the Municipality's performance under this Agreement.

8. INSURANCE REQUIREMENTS

8.1. The Municipality shall purchase and maintain, and shall require any subcontractor to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

8.1.1. Commercial General Liability (CGL) coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured. Municipality shall maintain said CGL coverage for itself and the

additional insured for the duration of the Contract Period and maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion.

8.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

8.1.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

8.1.4. Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence. The County shall be included as an additional insured. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

8.2. The Municipality waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8.3. The County shall not execute this Agreement until certificates evidencing the insurance required by this Section have been provided. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Municipality of any of the insurance requirements, nor decrease the liability of the Municipality. The County reserves the right to require the Municipality to provide insurance policies for review by the County. The Municipality grants the County a limited power of attorney to communicate with the Municipality's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

9. INDEPENDENT CONTRACTOR STATUS

9.1. For the purposes of this paragraph only, the term "Contractor" shall be broadly construed to include the Municipality and its subcontractor(s), and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor shall not be deemed an employee of the County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to,

unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, officers or employees of the County. The Contractor has no authority to enter into contracts that bind the County or create obligations on the part of the County. Both the County and the Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Contractor's status as an independent contractor.

9.2. The County shall not make any withholding from payments for taxes or any other obligations. The Municipality shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Municipality shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

10. TERMINATION

10.1. The County shall give written notice to the Municipality of any breach of the terms and conditions of this Agreement. The Municipality shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Municipality has failed to cure the breach after seventy-two (72) hours, the County may immediately order a stop of Work or terminate this Agreement and no liability shall be incurred by or arise against the County, its officers, agents and employees therefore for lost payments, Municipality expenses, or any other damages.

10.2. Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days' written notice of termination to the other Party. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.

10.3. The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Municipality by certified mail to the address of the Municipality first set forth above. In such an event, the County shall be under no further obligation to the Municipality other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

11. CHOICE OF LAW AND FORUM

11.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State court of competent jurisdiction sitting in Oneida County, New York or, if appropriate, in the United States District Court for the Northern District of New York.

12. SUCCESSORS AND ASSIGNS

12.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. SEVERABILITY

13.1. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

14. ENTIRE AGREEMENT

14.1. This Agreement contains the binding agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

15. INCORPORATION BY REFERENCE

15.1. The Local Roads Listing, which is incorporated herein and attached as Exhibit A.

15.2. The Municipality shall abide by the Addendum - Standard Oneida County Conditions, which is incorporated herein and attached as Exhibit B.

15.3. All exhibits are deemed incorporated in this Agreement, whether or not actually attached hereto.

16. NON-WAIVER

16.1. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. A waiver to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of any other provision.

17. INTERPRETATION

17.1. A provision of this Agreement which requires a Party to perform an act shall be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.

17.2. Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

17.3. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

18.1. The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

19.1. The Municipality's signatory hereby represents, warrants, personally guarantees and certifies that: he or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder; and the execution and delivery by the Municipality's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the governing body of the Municipality. No other action on the part of any other person or entity, whether by law or otherwise, are necessary to authorize the execution of this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

20.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

21. COUNTERPARTS

21.1. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands.

COUNTY OF ONEIDA

_____
Anthony J. Picente, Jr.
County Executive

Date: _____

[MUNICIPALITY]

_____
[Name]
[Title]

Date: _____

APPROVED

_____
Andrew Dean, Esq.
Deputy County Attorney - Administration

Exhibit A

(Local Roads Listing)

2024 - 2026 COUNTY SNOW COSTS

Town	County Plowing Miles	Total 2024-2025 Cost @ $6,800/mile	Total 2025-2026 Cost @ $6,900/mile
ANNSVILLE	17.90	$ 121,720.00	$ *123,510.00*
AUGUSTA	17.68	$ 120,224.00	$ *121,992.00*
AVA	16.07	$ 109,276.00	$ *110,883.00*
BOONVILLE	17.99	$ 122,332.00	$ *124,131.00*
BRIDGEWATER	13.50	$ 91,800.00	$ *93,150.00*
CAMDEN	25.49	$ 173,332.00	$ *175,881.00*
DEERFIELD	17.46	$ 118,728.00	$ *120,474.00*
FLORENCE	8.87	$ 60,316.00	$ *61,203.00*
FLOYD	30.69	$ 208,692.00	$ *211,761.00*
FORESTPORT	15.91	$ 108,188.00	$ *109,779.00*
KIRKLAND	26.43	$ 179,724.00	$ *182,367.00*
LEE	23.42	$ 159,256.00	$ *161,598.00*
MARCY	33.84	$ 230,112.00	$ *233,496.00*
MARSHALL	15.18	$ 103,224.00	$ *104,742.00*
NEW HARTFORD	20.19	$ 137,292.00	$ *139,311.00*
PARIS	28.20	$ 191,760.00	$ *194,580.00*
REMSEN	21.86	$ 148,648.00	$ *150,834.00*
ROME	15.01	$ 102,068.00	$ *103,569.00*
SANGERFIELD	15.47	$ 105,196.00	$ *106,743.00*
SHERRILL	1.01	$ 6,868.00	$ *6,969.00*
STEUBEN	23.30	$ 158,440.00	$ *160,770.00*
TRENTON	29.42	$ 200,056.00	$ *202,998.00*
VERNON	25.30	$ 172,040.00	$ *174,570.00*
VERONA	31.29	$ 212,772.00	$ *215,901.00*
VIENNA	20.34	$ 138,312.00	$ *140,346.00*
WESTERN	16.52	$ 112,336.00	$ *113,988.00*
WESTMORELAND	35.21	$ 239,428.00	$ *242,949.00*
WHITESTOWN	29.66	$ 201,688.00	$ *204,654.00*
TOTALS:	***593.21***	***$ 4,033,828.00***	***$ 4,093,149.00***

GRAND TOTAL:	$ 8,126,977.00

Exhibit B

(Standard Oneida County Conditions)

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

   i. Upon all real property owned or leased by the County of Oneida; and

   ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente, Jr
Oneida County Executive

Charles P. Klein
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

April 15, 2024

FN 20 24-228

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente:

Attached for your review and approval is a request from Matthew S. Baisley, Oneida County Commissioner of Public Works requesting the creation of two (2) new positions. These positions will be necessary for the operation and maintenance of the new parking garage that will be used by MHVS and the public.

As stated in Commissioner Baisley's letter, the new parking garage will consist of key mechanical systems that will require daily monitoring and maintenance to ensure parking availability to MHVS staff and the public.

To address this concern, I support the request to create (2) new positions and have one allocated the title Assistant Superintendent of Buildings and Grounds, Grade 25B, step 1 $52,953 and another allocated the title Building Maintenance Mechanic, Grade 19B, step 1 $42,887

If you concur, I respectfully request that this request be forwarded to the Board of Legislators for consideration at their next meeting.

Sincerely,

Charles P. Klein
Commissioner of Personnel

Attachments

Copy: Commissioner of Public Works
County Attorney
Budget

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-16-24

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

April 17, 2024

FN 20 24-229

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

Enclosed is a change order to extend contract #169149, with Greenman-Pedersen, Inc. for design services for Locally Administered Federal Aid Transportation Project 2754.73, Replacement of the Summit Street Culvert Over Mill Creek, located in the Village of Boonville, New York. This amendment will extend the contract end date from December 31, 2023 through December 31, 2025. There is no change to the compensation amount, which remains $125,003.00. All other terms of the contract remain the same.

Please consider the attached change order, and if it meets with your approval, please forward it to the Board of Legislators for its consideration. Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida County Department: Public Works

Competing Proposal __X__ Only Respondent _____ Sole Source RFP _____ Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Greenman-Pedersen, Inc. 80 Wolf Road, Suite 300 Albany, NY 12205
Title of Activity of Service:	Project Design Services
Proposed Dates of Operation:	Start on Execution – 12/31/2025
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

This is a change order to extend contract #169149, with Greenman-Pedersen, Inc. for design services for Locally Administered Federal Aid Transportation Project 2754.73, Replacement of the Summit Street Culvert Over Mill Creek, located in the Village of Boonville, New York. This change order will extend the contract end date from December 31, 2023 through December 31, 2025. There is no change to the compensation amount, which remains $125,003.00. All other terms of the contract remain the same.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-557
	Total Funding Requested:	$ 125,003.00
	Oneida County Dept. Funding Recommendation:	$125,003.00
Proposed Funding Sources	Federal:	$ 0.00
	State:	$0.00
	County:	$125,003.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 169149

Project No. H2254499

Change Order No. 1

Effective Date January 1, 2024

CHANGE ORDER

This Change Order modifies the Consultant Services Agreement, made August 3, 2022, between the County of Oneida ("County") and Greenman-Pedersen, Inc. ("Consultant"), as follows:

1. **Change in Services**:
   1.1. No Change
2. **Change in time of Performance** (attach schedule if appropriate):
   2.1. Schedule adjustment. New completion date: December 31, 2025.
3. **Change in CONSULTANT's Compensation**:
   3.1. No Change

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

CONSULTANT

Signature

John P. Simkulet, P.E.
Vice President

Date: 01-30-2024

Approved

Signature

Andrew Dean
Deputy County Attorney-Administration

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

April 16, 2024

FN 20 24 - 230

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

In January 2024, the Department of Public Works issued a request for proposals for construction inspection services for several county highway, bridge, and structure rehabilitation projects ("RFP"). The RFP assigned the projects into four groups—"Group One," "Group Two," "Group Three," and "Group Four"—based on the project locations and schedules.

Four companies responded to the RFP, and Fisher Associates, P.E., L.S., L.A., D.P.C.'s proposal was the lowest-cost and best proposal for each group. Consequently, on February 21, 2024, the Oneida County Board of Acquisition & Contract accepted the proposal from Fisher Associates to provide construction inspection services for all four groups of projects.

The enclosed agreement is for Fisher Associates to provide construction inspection services for "Group 4," which consists of two projects: (1) Slope Repair, Blossvale Road, Sites #2 and #3 in the Town of Annsville; and (2) Guide Rail and Bridge Approach Rail Replacements, at various locations throughout Oneida County.

The agreement is for a term commencing upon execution and ending upon the completion of the work, or no later than December 31, 2025. The total fees paid to Fisher Associates under the agreement will not exceed $77,700.00.

Please consider the enclosed contract for the above-mentioned services. If acceptable, please forward it to the Oneida County Board of Legislators for approval.

Thank you for your support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 4-17-24

Oneida Co. Department: Public Works

Competing Proposal	X
Only Respondent	
Sole Source RFP	
Other	

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Fisher Associates, P.E., L.S., L.A., D.P.C. 180 Charlotte Street Rochester, New York 14607
Title of Activity or Service:	Construction Inspection Services—Group 4 H-2459099
Proposed Dates of Operation:	Start on Execution - 12/31/2025
Client Population/Number to be Served:	N/A
Mandated or Non-mandated:	Non-mandated

Summary Statements

1) Narrative Description of Proposed Services:

The Department of Public Works seeks construction inspection services for four groups of projects. This agreement is for "Group 4, which consists of two projects: (1) Slope Repair, Blossvale Road, Sites #2 and #3 in the Town of Annsville; and (2) Guide Rail and Bridge Approach Rail Replacements, at various locations throughout Oneida County. The agreement is for a term commencing upon execution and ending upon the completion of the work, or no later than December 31, 2025. The total fees paid to Fisher Associates under the agreement will not exceed $77,700.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding:

	Account #:	H-DPW-076 (H-614)
	Total Funding Requested:	$77,700.00
	Oneida County Dept. Funding Recommendation:	$77,700.00
Proposed Funding Sources	**Federal:**	$0.00
	New York State:	$0.00
	County:	$77,700.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

AGREEMENT

This Agreement, effective upon the date of its full execution ("Effective Date"), is by and between the County of Oneida ("County"), a New York municipal corporation with its principal office located at 800 Park Avenue, Utica, New York 13501, and Fisher Associates, P.E., L.S., L.A., D.P.C. ("Consultant"), a New York domestic professional service corporation with its principal place of business located at 180 Charlotte Street, Rochester, New York 14607. The County and the Consultant are each a "Party" and together, the "Parties."

WITNESSETH:

WHEREAS, the County requires construction inspection services for various County highway, bridge, and structure rehabilitation/replacement projects, and issued a request for proposals seeking such services (the "RFP"), a copy which is annexed as Exhibit B; and

WHEREAS, the RFP separated the projects into four groups based on their locations and the schedule for each project, as set forth more fully in Appendix F to the RFP; and

WHEREAS, the Consultant submitted a proposal to provide such construction inspection services (the "Proposal"), and a copy of its Proposal is annexed as Exhibit C; and

WHEREAS, the County wishes to hire the Consultant to provide construction inspection services for those projects described as "Group 4 Projects" in Appendix F to the RFP, and the Consultant wishes to provide such services in exchange for payment;

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. SERVICES AND SCHEDULE

1.1. The Consultant shall provide construction inspection services as set forth in Appendix G to the RFP—Construction Inspection Requirements and Construction Inspection Scope of Work—for those projects described as "Group 4 Projects" in Appendix F to the RFP (collectively, the "Services").

1.2. The Consultant shall perform the Services within seven (7) weeks from the County's issuance to the Consultant of a Notice to Proceed as set forth in Section 3.1 of this Agreement, or according to such other schedule as the County's project manager, as identified in this Agreement, may designate in writing to the Consultant.

2. TERM

2.1. The term of this Agreement shall commence upon the Effective Date and shall terminate upon the earlier of the completion of the Services or December 31, 2025.

3. NOTICE TO PROCEED

3.1. The Consultant shall not commence the performance of the Services until the County issues a Notice to Proceed.

3.2. The Notice to Proceed shall be in the form of a letter signed by the County's project manager, as identified in this Agreement, authorizing the commencement of the Services.

4. COMPENSATION

4.1. For the Consultant's providing the Services, the County will pay the Consultant a not-to-exceed fee of Seventy-Seven Thousand Seven Hundred dollars and Zero cents ($77,700.00).

4.2. Payment shall be made on the basis of Services completed and billed in accordance with the hourly rates established in the Proposal. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not-to-exceed fee.

4.3. The Consultant shall not be entitled to payment for any Services performed prior to the issuance of the Notice to Proceed or following the termination of this Agreement.

5. EXECUTORY OR NON-APPROPRIATION CLAUSE

5.1. The obligations of the Parties are conditioned upon the continued availability of government funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate officials fail to approve sufficient funds for payment for the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement.

6. PERFORMANCE OF THE SERVICES

6.1. The Consultant shall comply with, and shall ensure that each of its employees and subconsultants comply with, all certification, knowledge, and experience requirements set forth in Appendix G to the RFP.

6.2. The Consultant affirms that it does not have any financial interest or conflict of interest that would prevent the Consultant from providing unbiased, impartial service under this Agreement.

6.3. The Consultant shall perform the Services with professional care and in accordance with industry standards.

6.4. It is understood and agreed that the Consultant has the professional skills necessary to perform the Services and that the County relies upon the professional skills of the Consultant to do and perform the Services.

6.5. The Consultant agrees to maintain in confidence and to not disclose to any person or entity, without the County's prior written consent, any confidential information, knowledge or data relating to the products, processes, or operations of the County. The covenants contained in this section shall survive the termination of this Agreement for whatever cause.

6.6. The Consultant represents that it has the experience, licenses, qualifications, staff and expertise to perform the Services in a professional and competent manner.

6.7. The Consultant shall be solely responsible for determining the method, details and means of performing the Services, except where federal, State or local laws or regulations impose specific requirements for the performance of the same.

6.8. The Consultant is solely responsible for paying all of its expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

6.9. The Consultant acknowledges and agrees that it and its employees and subconsultants have no authority to enter into contracts that bind the County, or create obligations on the part of the County, without the prior written authorization of the County.

6.10. The Consultant understands that prompt and ready completion of the Services is required, time being of the essence. Completion dates, if specified herein, may only be modified by mutual written agreement of the Parties. The Consultant agrees to diligently perform the Services.

6.11. The Consultant shall immediately notify the County in writing of any difficulty in complying with requirements of this Agreement.

7. NON-ASSIGNMENT

7.1. The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the County.

8. SUBCONTRACTS

8.1. A subconsultant is a person who has an agreement with the Consultant to perform any of the Services.

8.2. The Consultant agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subconsultants to whom it proposes to award any portion of the Services. By execution of this Agreement, the County agrees to the performance of Services by such subconsultants, if any.

8.3. All agreements between the Consultant and its subconsultants shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement, including all Exhibits. The Consultant shall be solely responsible and shall remain liable for the performance of the Services.

9. CHANGE IN SERVICES

9.1. In case of changes affecting the scope of the Services resulting from new findings or unanticipated conditions, the Consultant shall promptly notify the County of the changes and advise the County of the recommended solution. The Services shall not be modified without prior written authorization of the County. Payments for any additional services authorized by the County shall be agreed upon in writing prior to commencement of such additional services.

10. PROJECT MANAGERS

10.1. The County designates the Commissioner of Public Works as its project manager, who shall be responsible for: administering and interpreting the terms and conditions of this Agreement, monitoring the Consultant's performance under this Agreement, and communication with the Consultant.

10.2. The Consultant designates Al Cowen, P.E. as its project manager who shall be responsible for all matters relating to the Consultant's performance under this Agreement and for communication with the County.

10.3. Either Party may change its project manager in a notice provided to the other Party pursuant to Section 11.

11. NOTICES

11.1. Notices to the County shall be sent by United States certified mail, return receipt requests, to the Commissioner of Public Works, 5999 Judd Road, Oriskany, NY 13424, or at such other address last furnished in writing.

11.2. Notices to the Consultant shall be sent by United States certified mail, return receipt requested, to the Consultant's project manager at the address first set forth above or at such other address last furnished in writing.

12. INDEPENDENT CONTRACTOR STATUS

12.1. The Consultant, its subconsultants, and all of their collective officers, employees, and agents are independent contractors in the performance of this Agreement. They shall not be deemed employees of the County and shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. They shall conduct themselves in accordance with their status as independent contractors and shall not hold themselves out as, nor claim to be, officers or employees of the County. The County shall have the right to participate

in any conference, discussion, or negotiation with any governmental agency regarding such persons' status as independent contractors.

12.2. Payments to the Consultant shall be reported on IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the Consultant as a result of the County not making such payments or withholdings.

13. ASSUMPTION OF RISK AND INDEMNIFICATION

13.1. The Consultant solely assumes the risk of unforeseen obstacles and difficulties in the performance of the Services, whether such risks are within or beyond the control of the Consultant and whether such risks involve a legal duty, primary or otherwise, imposed upon the County.

13.2. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the County, its officers, employees and agents (collectively, the "Indemnitees") from any and all claims (including but not limited to claims asserted by any employees of the Consultant), costs, and expenses of whatever kind (including but not limited to attorneys' fees) allegedly arising out of or in any way related to: (a) the risks it assumes under this Section 13, (b) the Consultant's or its subconsultant's performance of this Agreement; (c) intentional or negligent acts or omissions of the Consultant or its officers, employees, subconsultants, or agents; or (d) from the Consultant's or its officer's, employee's, subconsultant's, or agent's failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory action or otherwise.

13.3. Neither the termination of this Agreement nor the making of any payment shall release the Consultant from its obligations under this Section 13. The enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

14. INSURANCE REQUIREMENTS

14.1. The Consultant shall purchase and maintain, and shall require any subconsultant to purchase and maintain, insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

14.1.1. Commercial General Liability (CGL) coverage with limits of not less than

One Million Dollars ($1,000,000) each occurrence, and Two Million Dollars ($2,000,000) annual aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury. The County shall be included as an additional insured, on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured. The Consultant shall maintain said CGL coverage for itself and the additional insured for the duration of this Agreement and shall maintain completed operations coverage for itself and the additional insured for at least three (3) years after completion of the Services.

14.1.2. Workers' Compensation and Employer's Liability, pursuant to statutory limits.

14.1.3. Business Automobile Liability with limits of at least One Million Dollars ($1,000,000) each accident. Coverage must include liability arising out of all owned, leased, hired and non-owned automobiles. The County shall be included as an additional insured on a primary and non-contributing basis.

14.1.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) per occurrence. The County shall be included as an additional insured. Excess/Commercial Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

14.1.5. Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim.

14.2. Waiver of Subrogation: the Consultant waives all rights against the County and its officers, employees, and agents for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

14.3. The County shall not issue a Notice to Proceed until certificates evidencing the insurance required by this Section have been provided to the County. The certificates shall be on forms approved by the County and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express

purpose of confirming the coverages required hereunder.

15. REQUIRED PROVISIONS OF LAW

15.1. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by the Parties.

15.2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been incorporated herein.

15.3. The Consultant agrees that it shall not discrimination against any person or group of persons, on account of race, color, religious creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental or physical disability, medical condition, genetic information, or sexual orientation in the performance of this Agreement. The Consultant shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof, whether by the Consultant or any subconsultant.

16. MATERIAL BREACH

16.1. A material breach of this Agreement shall include, but not be limited to, the following:

16.1.1. If any insurance or bonds required to be maintained pursuant to this Agreement shall fail to be obtained or shall be cancelled or revoked at any time or if the Consultant shall fail to deliver any required insurance certificate or bond.

16.1.2. If any representation or warranty made by the Consultant in inducing the County's acceptance of this Agreement shall be incorrect or fallacious in any respect.

16.1.3. If the Consultant shall file a voluntary petition in Bankruptcy Court or shall be the subject of an involuntary petition in Bankruptcy Court, or shall be adjudged as bankrupt or insolvent, or shall file any petition seeking any reorganization, liquidation, dissolution or similar relief under the present or any future statute or shall seek or acquiesce in the appointment of any trustee, receiver or liquidator of the Consultant.

16.1.4. If the Consultant assigns its rights and duties under this Agreement without the prior written consent of the County.

16.1.5. If the Consultant provides defective Services, as determined by the County in its reasonable discretion.

16.2. If the Consultant materially breaches this Agreement, the County may, without limitation: (a) declare the Consultant in default and pursue all remedies provided

herein or available at law; (b) perform the Services and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement; (c) contract with a third party for the performance of the Services and charge the expense thereby incurred against the monies to which the Consultant would have been entitled under this Agreement; or (d) immediately terminate this Agreement as set forth in Section 17.

17. TERMINATION

17.1. The County may terminate this Agreement immediately upon the Consultant's material breach of this Agreement.

17.2. The County may terminate this Agreement for any reason upon ten (10) days' written notice to the Consultant.

17.3. The Consultant may terminate this Agreement upon thirty (30) days' written notice to the County identifying a substantial failure by the County to fulfill its obligations under this Agreement, but only if such substantial failure remains uncured upon the conclusion of such 30-day notice period.

17.4. If this Agreement is terminated, the Consultant shall be entitled to payment only for Services satisfactorily performed prior to the effective date of termination; provided however, that the County may condition payment of such compensation upon the Consultant's delivery to the County of all materials provided to the Consultant or prepared by the Consultant for the County in connection with this Agreement.

18. OWNERSHIP OF DOCUMENTS

18.1. All deliverables, drawings, plans and specifications prepared in the performance of this Agreement shall be and remain County property. The Consultant may retain copies of such documents but may not use them for other projects without the prior written approval of the County.

19. NON-WAIVER

19.1. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not authorize a preceding or subsequent waiver of that or any other provision.

20. CHOICE OF LAW/FORUM

20.1. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of laws.

20.2. Any litigation relating to or arising out of this Agreement shall be heard in a New York State Court of competent jurisdiction sitting in Oneida County, New York or

in the United States District Court for the Northern District of New York located in Oneida County, New York.

21. INCORPORATION BY REFERENCE AND ORDER OF PRECEDENCE

21.1. The following exhibits are incorporated into this Agreement. In the case of conflicts between the provisions of this Agreement and the exhibits, or among the exhibits, the following order of precedence shall control:

21.1.1. Exhibit A – Standard Oneida County Conditions

21.1.2. Any amendments to this Agreement, in reverse chronological order.

21.1.3. This Agreement

21.1.4. Exhibit B – The RFP

21.1.5. Exhibit C – The Proposal

22. SUCCESSORS AND ASSIGNS

22.1. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, legal or personal representatives, successors, and permitted assigns.

23. SEVERABILITY

23.1. If any provision of this Agreement, or any part thereof, is or becomes void or unenforceable by force or operation of law, the Parties agree that this Agreement shall be reformed with a valid and enforceable provision that comes as close as possible to expressing the original intention. Further, the Parties agree that all other provisions shall remain valid and enforceable.

24. ENTIRE AGREEMENT

24.1. This Agreement is the final, binding agreement of the Parties and supersedes all previous negotiations and representations, written or oral, on the subject matter.

25. COUNTERPARTS

25.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

26. AUTHORITY TO ACT/SIGN

26.1. The Consultant's signatory hereby represents and certifies that: he or she has the power and authority to execute and deliver this Agreement; the execution and delivery by the Consultant's signatory of this Agreement and the consummation of

the transactions contemplated herein have been duly authorized by the Consultant; and no other action on the part of the Consultant or any other person or entity, or by law or otherwise, are necessary to authorize this Agreement or to enter into this Agreement, or to consummate the transactions contemplated herein.

27. **ADVICE OF COUNSEL**

27.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

28. **AMENDMENTS**

28.1. Amendments to this Agreement, if needed, shall be in the form of the Change Order attached hereto as Exhibit D.

IN WITNESS WHEREOF, the respective Parties herein have hereunto set their hands.

COUNTY OF ONEIDA

_____ _____

Anthony J. Picente, Jr. Date
County Executive

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

Emily M. Smith 4/17/2024

Emily M. Smith, P.E. Date
Vice President/Dir. Transportation

Approved:

_____

Andrew Dean, Esq.
Deputy County Attorney-Administration

Exhibit A

(Standard Conditions)

Appendix A

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **Executory or Non-Appropriation Clause.**

1.1. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

2.1. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.**

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

3.2. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

3.3.1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

3.3.1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

_____

_____

3.4. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.4.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive

payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under

Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. **Identifying Information and Privacy Notification.**

11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

11.2. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. **Prohibition on Purchase of Tropical Hardwoods.**

14.1. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

14.2. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to meet with the approval of the County.

15. **Compliance with New York State Information Security Breach and Notification Act**. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **Gratuities and Kickbacks**.

16.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

16.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **Audit.**

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

17.2. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **Certification of compliance with the Iran Divestment Act.**

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

18.2. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

18.3. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

18.4. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. **Prohibition on Tobacco and E-Cigarette use on County Property.**

19.1. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

19.1.1. For the purposes of this provision, the "use of tobacco" shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

19.1.2. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, "on Oneida County property" shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

19.3. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. **Compliance with New York State Labor Law § 201-G.**

20.1. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

Exhibit B

(RFP)

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING
5999 JUDD ROAD
ORISKANY, NEW YORK 13424

REQUEST FOR PROPOSAL

HIGHWAY, BRIDGE, AND STRUCTURE

REHABILITATION / REPLACEMENT PROJECTS

2024 CONSTRUCTION INSPECTION SERVICES

JANUARY 8, 2024

REQUEST FOR PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES

1. Introduction

1.1 The County of Oneida (the "County") is soliciting proposals from qualified consulting firms with demonstrated experience in providing similar services.

1.2 Proposals in response to this RFP must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a USB flash drive to:

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

1.3 Packages containing proposals must be marked "2024 Construction Inspection Services".

1.4 **Proposals are due at the above address no later than 2:00 p.m. on February 8, 2024.**

1.5 Questions relating to this RFP should be directed to Nicholas DiGennaro at 315-793-6233 or ndigennaro@ocgov.net.

1.6 Project specific questions should be directed to Jason Swistak at 315-793-6240 or jswistak@ocgov.net.

2. Project Description

2.1 Oneida County is soliciting proposals from qualified firms to provide Construction Inspection services for various highway, bridge, and structure replacement / rehabilitation projects, as described in **Appendix F**, attached hereto.

3. Scope of Services

3.1 The consulting firm selected for this project (the "Consultant") shall be required to provide qualified inspectors and all services necessary for the performance and completion of all work. Construction Inspector Qualifications and Construction Inspection Services are described in **Appendix G**, attached hereto.

4. Terms and Conditions

4.1 The Project outlined in this RFP shall be awarded by County.

4.2 The County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.3 A firm responding to this RFP (a "proposer") may be designated for an interview with the County.

4.4 The contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.5 The County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.

4.6 The Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.7 Firms and/or sub-consultants qualified and certified as Minority/Women Business Enterprises are encouraged to submit proposals. The Consultant and/or sub-consultants shall make a good faith

effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

4.8 The Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.9 The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.10 Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

4.11 Each proposer shall comply with and certify that the proposal was made without collusion pursuant to General Municipal Law § 103-d, attached hereto as **Appendix A**.

4.12 Each proposer shall comply with and certify that the proposal was made pursuant to General Municipal Law 103-G, Iranian Energy Divestment Sector, attached hereto as **Appendix B**.

4.13 Each proposer shall comply with and certify the County's Solid Waste Management Certification pursuant to Article 12 of the County's Procurement Policy, attached hereto as **Appendix C**.

4.14 Each proposer shall comply with and certify the Statement on Sexual Harassment pursuant to Labor Law 201-g, attached hereto as **Appendix D**.

4.15 **Appendix E** shall become part of any contract, resulting from this proposal, between Consultant and County.

5. Payment for Services

5.1 Consultant shall invoice County monthly for services rendered.

5.2 Payment shall be based on established hourly billing rates.

5.3 Hourly rates include all reimbursable expenses. Additional and/or separate payment(s) will not be made for reimbursable expenses.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross- claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein

of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and at least Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and at least Two Million Dollars ($2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella polices to include the County as an additional insured on a primary and non- contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. Independent Contractor Status

8.1. For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

8.2. The County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9. Document Reproduction and Ownership of Original Drawings and Manuscripts

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. Choice of Law

10.1. The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. Submittal Requirements

11.1. Cover page (one page).

11.2. List of sub-consultants (one page).

11.3. Signed **Appendix A** – Non-Collusion Certification

11.4. Signed **Appendix B** – Iran Divestment Act Certification

11.5. Signed **Appendix C** – Solid Waste Certification

11.6. Signed **Appendix D** – Statement on Sexual Harassment

11.7. Completed **Appendix H** – Fee Proposal

11.8. Billable hourly rate schedule including sub-consultants.

12. Special Requirements

12.1. The Consultant shall have on staff, or as a sub-consultant, a Professional Engineer recognized by the New York State Education Department. This individual shall be responsible for the coordination of services and shall supervise all inspectors and sub- consultants.

13. Selection Process

13.1. The County shall review all proposals received and reserve the right to select proposers for further presentation and interview.

13.2. The following criteria shall be used in the selection process.

13.2.1. Approach to Project:

13.2.1.1. Understanding of Project scope

13.2.1.2. Understanding of implied or required activities

13.2.1.3. Reasonableness of proposed approach

13.2.1.4. Proposed Work/Services schedule

13.2.2. Experience/Qualifications of Project Personnel and Firm:

13.2.2.1. Previous experience with governmental agencies

13.2.2.2. Previous experience with similar projects

13.2.2.3. Project staff experience with similar projects

13.2.2.4. Project management expertise

13.2.3. Credentials of Firm:

13.2.3.1. Reference/client assessment of previous performances

13.2.3.2. Demonstrated ability to keep projects on schedule

13.2.3.3. Firm's most significant relevant project

13.2.4. Level of Effort:

13.2.4.1. Commitment of assigned personnel to the project

13.2.4.2. Firm's current workload and availability

13.2.5. Fee Proposal

13.3. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County.

13.4. Should the Agreement be unacceptable to the Consultant, the County reserves the right to procure services from another proposer.

14. Responsibility of Consultant

14.1. All responding firms shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected.

Appendix A
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-Collusive Bidding Certification. By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

2) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3) The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____
(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By:

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature _____

Date: _____

Appendix C
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

_____	_____
Name (Print)	Title
_____	_____
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Name (Print)	Title
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Appendix E
Standard Contract Clauses Addendum

The following addendum modifies, changes, or adds to the contract for construction between the County of Oneida, hereinafter known as COUNTY, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR intend to enter into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to any Contract, for good consideration, agree to be bound by the following clauses which will be made a part of the Contract.

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**
   a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.
2. **ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.**
   a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
3. **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.**
   a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
      i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code)

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

A. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).** When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of

this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been

knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations, and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule, or regulation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principal

purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **GRATUITIES AND KICKBACKS.**

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or

controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **AUDIT.**

a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

b. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.**

a. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract

awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default,

d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. **PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY.**

a. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

i. For the purposes of this provision, the "use of tobacco" shall include:

A. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

B. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including chewing; holding in the mouth; or expectoration of chewing tobacco.

ii. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

iii. For the purposes of this provision, "on Oneida County property" shall be defined as:

A. Upon all real property owned or leased by the County of Oneida; and

B. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

iv. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. **COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G.**

a. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Appendix F
PROJECT DESCRIPTIONS

Estimated Construction Timeframe is Spring 2024 – Fall 2025

Group 1 Projects

a. Replacement of 6 structures and/ or culverts along Holman City Road, CR 2 and Church Road, CR20, Town of Paris.

Group 2 Projects

a. Streambed Stabilization adjacent to Structure C11-53, Lee Center - Stokes Road over Burk Creek, Town of Lee.
b. Streambed Stabilization adjacent to West Ava Road, CR 67 alongside Point Rock Creek, Town of Ava.

Group 3 Projects

a. Replacement of Structure C2A-13, Kellogg Street over Martin Brook, Town of Kirkland.
b. Replacement of Structure C1A-53, Fuller Road over Tributary of Steuben Creek, Town of Steuben.
c. Replacement of Structure C2-43, Town Line Road over Tributary of Mud Creek, Town of Vernon.
d. Replacement of Structure C3-54, Jug Point Road over Black Creek, Town of Verona.
e. Replacement of Structure C6B-53, Stokes - Westernville Road over Br. Mohawk River, Town of Western.

Group 4 Projects

a. Blossvale Road, CR66 Slope Repair. Sites #2 & #3, Town of Annsville.
b. Guide Rail and Bridge Approach Rail Replacements, Various Locations throughout Oneida County.

Note: 1. All projects are in various stages of design, and it is anticipated that construction will take place in 2024 and 2025.
2. Oneida County will award each group as individual contracts to the lowest qualified submitter for that group.

Appendix G
CONSTRUCTION INSPECTOR REQUIREMENTS

The Chief Inspector shall possess NICET Level III or Level IV Certification in Transportation / Highway Construction. In lieu of NICET Certification, proof of equivalent training and/or experience may be considered.

The Chief Inspector shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to (a) maintain field and office records, (b) to perform complex quantity and engineering computations, (c) read and interpret plans and specifications, and (d) deal with people.

The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation Standard Specifications Construction and Materials Manual and the New York State Department of Transportation Manual for Uniform Record Keeping (MURK).

CONSTRUCTION INSPECTION SCOPE OF WORK

The general scope of services for all Oneida County construction projects shall be as outlined below. Individual projects may require deviation from these basic services. Oneida County will discuss project specific requirements with the inspector prior to construction.

1. In accordance with this contract, the inspector will:

    a. Keep a daily diary and digital photo log of all events pertinent to the progression of the project.
    b. Verify that materials utilized are as specified in the contract documents.
    c. Assure the project is built to the lines, grades and in accordance with the approved plans and specifications.
    d. Document quantities in a manner sufficient to recommend payment for work completed.
    e. Review and make recommendation of Contractor's requests for payment.
    f. Keep County Liaison informed of progression of work.

2. Following bid opening and award of a project, Oneida County will forward bid results, plans and specifications to the inspector.

3. The Consultants Project Manager or Chief Inspector will arrange for and conduct a preconstruction meeting. The Project Manager will compile and distribute meeting minutes to all attendees. Contractor will provide project schedule, intended start date and a schedule of values to all attendees.

4. The project designer will review and approve all shop drawings. Upon approval, copies will be made available to the inspector.

5. The inspector will keep a project specific daily diary. The diary will describe the progress of work, size of work force, equipment being used, weather conditions, and any specific problems encountered. Diaries will be forwarded to the County weekly, regardless of quantity of work performed. Digital photos will document progression of work and upon project completion, photos will be assembled on CD-ROM and a copy will be provided to the County.

6. The Contractor will be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The inspector will observe testing procedures, review test results and recommend acceptance or rejection of materials tested.

7. The inspector will take measurements, obtain a copy of delivery tickets, and record all pertinent information necessary to verify and recommend contractors payment requests.

8. The inspector will monitor construction activities and inform the County of the projects progression. The inspector will make recommendations to the County for any minor changes requested by the Contractor. The inspector will confer with the project designer regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.

9. The inspector will maintain a set of record drawings during construction. Upon project completion the inspector will forward marked up drawings to the County. The County will forward marked up drawings to the project designer to generate record plans.

10. The inspector will develop a punch list upon substantial completion of the project. The inspector will coordinate a meeting between the Contractor and the County to review the punch list.

11. The inspector will review Contractor requests for payment and forward recommendation to the County for processing. All requests for payment will be processed within two weeks after receipt, provided all information supplied is accurate and thorough.

12. The inspector will invoice the County monthly for services rendered, based upon 2024 billing rates submitted. Personnel billing rates shall be submitted for the 2024 calendar year and shall be marked "Appendix B". In the event that projects continue into 2025 the Consultant has the option to perform work under the 2024 billing rate or submit revised billing rates for consideration.

Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

A. Resident Engineer / Chief Inspector
B. Project Manager
C. Administrative Assistant

Construction documents were prepared by various designers and will be bid under several packages at various times through 2024. Projects may be awarded to a single or multiple Contractors.

1. Group 1 Projects as indicated in Appendix F (H-298) Estimated hours of construction inspection and supervision effort to complete all projects based on a 18-week schedule.				
A. 720 hours @		/hour =	$	Straight Time
A. 180 Hours @		/hour =	$	Overtime
B. 180 Hours @		/hour =	$	Straight Time
C. 90 Hours @		/hour =	$	Straight Time
		Total	$	

2. Group 2 Projects as indicated in Appendix F (H-546) Estimated hours of construction inspection and supervision effort to complete all projects based on a 6-week schedule.				
A. 240 hours @		/hour =	$	Straight Time
A. 60 Hours @		/hour =	$	Overtime
B. 60 Hours @		/hour =	$	Straight Time
C. 30 Hours @		/hour =	$	Straight Time
		Total	$	

3. Group 3 Projects as indicated in Appendix F (H-615) Estimated hours of construction inspection and supervision effort to complete all projects based on a 27-week schedule.				
A. 1080 hours @		/hour =	$	Straight Time
A. 270 Hours @		/hour =	$	Overtime
B. 270 Hours @		/hour =	$	Straight Time
C. 135 Hours @		/hour =	$	Straight Time
		Total	$	

4. Group 4 Projects as indicated in Appendix F (H-614) Estimated hours of construction inspection and supervision effort to complete all projects based on a 7-week full time schedule and a 6-week part time schedule.				
A. 400 hours @		/hour =	$	Straight Time
A. 70 Hours @		/hour =	$	Overtime
B. 100 Hours @		/hour =	$	Straight Time
C. 50 Hours @		/hour =	$	Straight Time
		Total	$	

It is anticipated that Group 4, Project b. (Guide Rail Replacements) will require part time inspection coverage. Field verification of quantities requiring removal and quantities of new items to be installed are key elements requiring inspection.

Exhibit C

(Proposal)

2024 CONSTRUCTION INSPECTION SERVICES

Highway, Bridge, and Structure Rehabilitation / Replacement Projects

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424
ndigennaro@ocgov.net

February 8, 2024
2:00 PM

Emily Smith, P.E. | Vice President / Director of Transportation
120 E. Washington Street, Suite 200 I Syracuse, New York 13202
315.422.4822 | esmith@fisherassoc.com

FISHER ASSOCIATES

Oneida County

Department of Public Works
Division of Engineering

2024 Construction Inspection Services

Highway, Bridge, and Structure Rehabilitation / Replacement Projects

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- Appendix C – Recycling and Solid Waste Management Certification Form for Oneida County Contracts
- Appendix D – Statement on Sexual Harassment in Accordance with New York State Law

Construction Management Plan

Comprehensive project documentation during construction is critical for you as an owner, as it ensures that your project is built in accordance with the applicable plans and specifications and, therefore, will provide the service life it was designed to achieve. With limited funding sources, you need to ensure your money is spent wisely. In addition, this documentation serves as your record of the infrastructure you have constructed for future reference when other projects occur in this area. Accurate documentation of your infrastructure minimizes delays and additional costs on future projects due to uncertainties resulting from vague or inaccurate as-built documentation.

Fisher Associates, P.E., L.S., L.A., D.P.C. (Fisher) prides itself on providing comprehensive construction documentation. Our documents are prepared with the level of detail that is needed to support that the project was built as designed. When deviations in the design are necessary, due to factors such as unforeseen field issues, such changes are properly documented and noted in the inspection reports as well as on the record drawings. Ensuring you have the right inspection team with the right mindset and attention to detail is the first step to ensuring a successful inspection of your project. Fisher understands the importance of comprehensive construction documentation. We hold our inspection team to high standards and monitor their reports throughout the duration of construction to ensure the appropriate level of detail and supporting information is provided.

Approach to the Project and Understanding of Project Scope

We understand the scope of work is to perform construction inspection services for a variety of project types that have been bundled together into four groups. Group 1 includes the replacement of 6 structures and/or culverts along Holman City Road and Church Road in the Town of Paris. Fisher is very familiar with these structures as we are in the process of completing the design and bid documents for these structure replacements. Group 2 projects include two streambed stabilization projects, one in the Town of Lee, the other in the Town of Ava. Group 3 projects include the replacement of 5 structures, one each in the Town of Kirkland, Steuben, Vernon, Verona, and Western. Again, Fisher knows these well as we are designing the replacement structures for the county. Group 4 includes slope repair in the Town of Annsville and guide rail and bridge approach replacements at various locations in the county. Fisher inspected a slope repair along Blossvale Road in the Town of Annsville in 2022 for a project that was progressed under an emergency contract due to the hazardous condition of the road.

We understand that construction inconveniences are a concern. Residents and businesses want to ensure their access is maintained. The public wants to know what to expect, when to expect it, and how long it will last, and our inspection team is the team to facilitate communication of all relevant construction information. We take our responsibility as the County's on-site agent very seriously, and it is our duty to represent the County courteously and professionally. At the kick-off meeting with the County, we will ascertain the appropriate chain of communication and methods to be used to convey construction-related information to the residents, businesses, transit providers and emergency responders within the corridor.

Our inspection team will ensure that every interaction they have is conducted with the goal of listening to understand the concern and conveying information in a clear and concise manner. Our team includes a number of experienced inspection personnel: **Al Cowen P.E. will serve as the Project Manager.** Our **Chief Inspector(s)** will be chosen from a pool of candidates dependent

upon the construction schedule, project location and duration, and staff availability. We have included resumes for Tim Decker, Ken Leisenring, Joe Cacozza and Dave Ward who are all NICET IV equivalent inspectors based on experience gained while working for the County or NYSDOT. These candidates are all skilled at inspecting projects like the structure, culvert, slope stabilization, and rail replacements identified in the RFP. All four are local residents and have firsthand knowledge and experience of trying to navigate through County construction work zones and the challenges this presents to motorists, which facilitates their ability to communicate with and understand those impacted by construction effectively. Jack Giedraitisis is a NICET III equivalent inspector, a resident of neighboring Madison County, and has expressed interest in an assignment to a county project. These Chief Inspectors will represent you in the field and will be accountable for all the construction components, including required recordkeeping and estimating using Appia project management software.

With our proposed team, the County will be provided with comprehensive construction documentation; routine status updates on the project from our Project Manager and assistance to the Chief Inspector as needed; as well as review of daily reports, change orders, and pay applications; an experienced Chief Inspector who has the ability to effectively communicate with the public and extensive knowledge of the County's standards to ensure the project is properly constructed; QA/QC oversight from our Construction Inspection Manager.

Understanding of implied or required activities.

The inspection services include providing a level NICET III or IV certified Chief Inspector. In lieu of NICET Certification, the County may consider an individual with equivalent training and/or experience. The Chief Inspector shall have at least 5 years of civil or highway construction inspection experience and knowledge of construction materials and methods. He/She must have the ability to maintain field and office records, to perform complex quantity and engineering computations, and read and interpret plans and specifications, and deal with people. The Chief Inspector must have a thorough knowledge and understanding of the New York State Department of Transportation (NYSDOT) Standard Specifications, Construction and Materials Manual and the NYSDOT Manual for Uniform Record Keeping (MURK).

The Chief Inspector will keep a daily diary and digital photo log of all events pertinent to the progression of the project. Fisher will provide Appia construction software for use in the administration of this inspection project. The Chief Inspector will verify that materials utilized are as specified in the contract documents. He/She will ensure the project is built to the lines, grades and in accordance with the approved plans and specifications. Quantities will be documented in a manner sufficient to recommend payment for the work completed. The Chief Inspector will create payment applications and make recommendations for Contractor payments. He/She will also keep the County Liaison informed of the progression of work and especially aware of any issues that may arise.

Fisher's Project Manager will arrange for and conduct a preconstruction meeting and prepare and distribute meeting notes. The project designers of record will be responsible for reviewing and approving all shop drawings for the projects. The Chief Inspector will keep a project specific daily diary. The diary will describe the progress of the work, size of the workforce, equipment used, weather conditions, and any specific problems encountered. Digital photos will document progression of work and upon project completion, will be provided to the County on a USB drive or CD-ROM. The Chief Inspector will take measurements, obtain copies of delivery tickets, and record all pertinent information necessary to verify and recommend

Contractor payments. Appia will be made available to the County Liaison who will have access to the daily diaries, quantities used, photos, etc. whenever logged in to Appia.

We understand the Prime Contractor will be responsible for contracting a third party for materials testing. The Contractor will also be responsible for notifying the materials testing firm of their intended work schedule and services required. All applicable concrete pours will be tested in accordance with accepted practices and procedures. Minor placement of backfill items may be exempt from testing based on visual inspection and acceptance. The Chief Inspector will observe testing procedures, review test results, and recommend acceptance or rejection of materials tested.

The Chief Inspector will monitor construction activities and inform the County of the project's progression. The Chief Inspector will make recommendations to the County regarding any minor changes requested by the Contractor. He will confer with the Designers regarding any proposed structural modifications. Any proposed changes must have prior approval of the County before being implemented.

The Chief Inspector will maintain a set of record drawings during construction. Upon project completion the marked-up record drawings will be forwarded to the County who will coordinate the finalization of the drawings with the Designers. The Chief Inspector will develop a punch list upon substantial completion of the project. He will coordinate a meeting between the Contractor and the County to review the punch list.

Project Manager - Our Project Manager, Al Cowen, PE, will be responsible for overall management of the project including monitoring the project budget and schedule, reporting any issues to the County's Project Manager that may result in project delays, preparing monthly invoices utilizing the 2024 billing rates submitted, attending field meetings, assisting the Chief Inspector in issue resolution of identified field issues, ensuring that the Chief Inspector has all the essential resources he needs and conforms to our safety protocols, and providing quality control for the Chief Inspector's project reports, change orders, and pay applications.

Resident Engineer / Chief Inspector - The Chief Inspector's office responsibilities will include keeping accurate and detailed records of construction observation activities. This includes ensuring daily reports are completed for each day of construction, and all necessary supporting documents, such as materials certs, photos, etc. are attached to the daily reports. If the contractor does not work on a specific day for any reason, a report will be prepared to document this. They will also be responsible for preparing change orders and contractor pay applications and coordinating with the contractor regarding schedule, as well as coordinating with the contractor when testing services are needed.

Their field responsibilities will include performing construction observation services and preparing the associated construction reports. Additional details of the Chief Inspector responsibilities include:

A) **Observation of Work:** The Chief Inspector will be responsible for being out on the construction site observing construction activities completed by the contractor. Ample photographs will be taken to accompany the daily reports prepared and depict the work performed each day. Work completed will be compared against the contract plans and specifications to ensure consistency with the approved project documents and County standards. Measurements will be taken accordingly to confirm quantities of excavations and materials placed. Material certifications will be collected as required for designated materials. Observation activities will also include observing the work zone set up daily to ensure consistency with the contract plans and specifications. When work cannot be

completed in accordance with the plans for any reason, discussions with the contractor and County Project Manager will occur to ascertain the reasons and determine the course of action to take. Any deviations from the plans will be documented and shown on the record drawings.

B) **Quality assurance & control:** Quality assurance and quality control throughout the duration of construction is essential to ensure that the appropriate documentation is being prepared along the way so that at the end of the project, there is no missing or vague information which is difficult to obtain or verify after construction is complete. In addition, performing QA/QC of the construction site itself ensures a safe work zone for the contractor and the traveling public. The following QA/QC activities will be completed for this project:

- Observation of the work zone set up daily to ensure consistency with the contract plans and specifications.
- Review of the Chief Inspector's daily reports by the Project Manager.
- Review of change orders and pay applications, prepared by the Chief Inspector, by the Project Manager.
- Routine visits to the construction site by our Project Manager to observe general safety of the site including but not limited to proper use of personal protective equipment, clear delineation of work zones, and visibility of construction signage. Any issues noted will be communicated to our Chief Inspector for immediate resolution.

C) **Submission of daily construction reports & photographs:** The Chief Inspector will prepare daily inspection reports ensuring that the proper level of detail is included to clearly explain the operations observed. He will ensure that the proper items and quantities are recorded, and all required material certifications are attached to the report. Photographs will be taken to accompany the daily reports and visually depict the work completed. All photos will be cataloged with the date they were taken. Any measurements taken will be documented in the daily reports and if additional quantities result for a specific item, it will be noted along with the rationale for the additional amount. If the additional amount is not justified, this will also be noted and discussed with the contractor. The County's Project Manager will be kept informed of quantity overruns that may result in a change order. In addition, should any unforeseen conditions arise that necessitate adding or deleting items from the contract, the County's Project Manager will be informed. At no time will the County's Project Manager be surprised regarding the need for a change order as they will be kept in the loop throughout the duration of construction.

Appia software will be used to house all construction documents. Appia will be used to prepare daily reports with all supporting documents (i.e., material certs, photos, etc.), change orders, and pay applications. Construction progress meeting minutes and all other construction documents will be kept in Appia as well, allowing all documents to be viewed by the County's and Fisher's Project Managers at any time.

D) **Review of contractor invoices and change orders:** Our Chief Inspector will prepare any necessary change orders in Appia based on the documented quantities input from the daily reports and submit change orders to the contractor for initial review and concurrence with the quantities. Any quantity disputes will be discussed and resolved

with the contractor, including the County Project Manager and Fisher's Project Manager, as necessary. Upon agreement of the quantities, the change order will be signed by the Chief Inspector and submitted to Fisher's Project Manager for review and signature. Subsequently, it will be forwarded to the County's Project Manager for review, signature, and processing of payment. The final executed change order will be filed within Appia and incorporated into the next pay application.

Contractor pay applications will follow a similar procedure, with our Chief Inspector generating the pay application from Appia based on the quantities input into the system. The pay application will be sent to the contractor for review and concurrence. Again, any quantity disputes will be resolved, involving the County's and Fisher's Project Managers, as necessary. Upon receiving concurrence on the quantities from the contractor, our Chief Inspector will sign the pay application and forward it to Fisher's Project Manager for review and signature. Subsequently, the pay application with a County Payment Voucher will be forwarded to the County's Project Manager for review, signature, and processing for payment. Executed pay applications will be filed within Appia as part of the project records.

E) **Coordination between the contractor, facility representatives, utility agencies, the public and the County Project Manager:** At the construction kick-off meeting, a schedule for routine construction progress meetings will be established. Our Chief Inspector will be responsible for sending a recurring meeting appointment for those meetings to the County's Project Manager, the contractor's superintendent, and Fisher's Project Manager for the duration of construction. A standard agenda will be prepared for the progress meetings to report the progress of construction consistently. Additional parties such as utilities, emergency responders, etc. will be invited to the meetings as deemed necessary. All parties will receive copies of the meeting minutes within 1 week of the meeting and they will be filed within Appia as part of the project records. Action items will be identified in the meeting minutes along with who is responsible and the timeframe for completing each action item. Follow up on the status of previously identified action items will be a standard agenda item that is discussed at each progress meeting to ensure all issues are properly addressed and closed out to the County's satisfaction.

One of the first items to be confirmed by our Chief Inspector at the onset of construction is what utility work is required to be completed as part of the project. If necessary, a separate coordination meeting with the inspection team, utility owners, the contractor and the County's and Fisher's Project Managers will be scheduled at the project onset to discuss the work to be done and how it fits with the contractor's proposed schedule. Adjustments to the contractor's scheduling and sequencing of work will be made, if necessary, to promote the most efficient and cost-effective sequencing that accommodates the essential utility work.

Additional coordination meetings, outside the routine progress meetings, will be scheduled on an as-needed basis to resolve unforeseen issues or address contractor questions on the plans and specifications.

At the project kick-off meeting, the protocol for communicating with the public will be discussed and established. A list of information that should be distributed to the residents and businesses along the corridor will be developed along with the timeframe

for distributing it and who will be responsible for the distribution. All questions received from the public will be directed to the Chief Inspector who will then respond in accordance with the communication protocol established for the project.

Finally, as a service that we consider value-added, Fisher's Construction Inspection Manager, Brent Rauber, will be assigned to your project as our in-house resource for our inspection staff. He will be on hand to ensure that any short-term needs for additional inspection staff are met, whether due to an illness or a special need in the field. He will perform regular quality reviews of field record-keeping documentation as a further check to assure that all project requirements are met.

Proposed Work/Services schedule

We understand there are four groups of projects that have been designed by various designers and will be bid at various times throughout 2024. Projects could be awarded to a single or multiple contractors. Fisher's pricing found in Appendix H is for the 2024 construction season. If work for any of the projects extends into the 2025 season, Fisher would like the opportunity to submit revised billing rates.

Experience of Project Personnel and Firm

Fisher provides you with experienced, quality staff and excellent service. We have a pool of experienced chief inspectors to draw upon that you can trust; these inspector's are county resident's who are stakeholders in the improvements being made to the community.

Al Cowen, P.E. will serve as the Project Manager. Al joined Fisher Associates on December 1, 2020, after spending the previous 16 years with Lochner Engineering in Utica. Al has served as a Project Manager on Oneida County projects dating back to 1998, when he oversaw inspection services for the reconstruction of College Hill Road adjacent to the campus of Hamilton College. He has served as Project Manager on numerous Oneida County design and construction inspection projects over his career and most recently was the Project Manager for inspection services for the $4.7M Marcy SUNY Poly Parkway project. He has served as the Project Manager for construction inspection projects for other governmental agencies including Herkimer, Rockland and Dutchess County, New York State Department of Transportation, New York State Thruway Authority, as well as for many cities and towns through central New York and the Hudson Valley.

Al has served as the Project Manager for numerous similar inspection projects for Oneida County, having served in this role for the inspection of over 50 Oneida County bridge and culvert projects over his career. Projects include the $3.1M Trenton Road Bridge Replacement and Road Rehabilitation, $0.59M Elm Street Bridge, $0.52M Point Rock Road Bridge, $0.45M Lawrence Street Bridge, and over a half dozen inspection term agreements for inspection of highway and bridge projects throughout the county. He served as the Project Manager for the inspection phase for the $1.1M Bellamy Harbor Bridge for the City of Rome and the $1.2M Creek Road Bridge Replacement for Herkimer County. In 2022 he served as the Project Manager for the Oneida County $644k slope stabilization project along Blossvale Road in the Town of Annsville. Many of these projects involved utility relocations, watermain installations, drainage improvements, maintenance, and protection of traffic, retaining wall construction, and full depth pavement reconstruction.

It is very challenging to find experienced inspection staff in the central New York area who are available for assignment. Tim Decker, since joining the ranks of the happily retired in December 2023, has expressed interest in continuing to work seasonally on county owned projects. We

have also contacted many NYSDOT retired EIC's and Resident Engineer's and have identified the following who have granted us permission to use their credentials to pursue this inspection agreement. Joe Cacozza, Ken Leisenring and Dave Ward are all NYSDOT retirees who have expressed an interest in performing inspection work in Oneida County. Both Joe and Ken have worked for Fisher on Oneida County inspection projects in the past.

Tim Decker, a Utica resident, retired from Oneida County after more than 42 years. Tim spent his entire career working for the county and has a wealth of knowledge related to all of the types of projects included in the four groups in this RFP. While he is enjoying the Florida climate in the winter, Tim is interested in continuing to work on a seasonal basis on these types of projects.

Joe Cacozza, a Utica resident**,** recently served as the Chief Inspector for the Oneida County Marcy SUNY Poly Parkway. Joe has over fifty years' experience in the civil engineering practice and has spent decades serving as a Chief Inspector or Engineer in Charge with most of his project assignments situated in the Utica area.

Most of the assignments that Joe has inspected since April of 2015 have been related to the development of Parkway site for the Nano Center that Wolfspeed is now completing. He served as the Senior Inspector or Resident Engineer for many of these projects that were funded by Mohawk Valley Edge.

Ken Leisenring, a Whitesboro resident, retired as an EIC with NYSDOT Region 2 in May of 2020. Ken served as Fisher's Chief Inspector for the Oneida County Blossvale Road Slope Stabilization project in 2022. Ken has served as the EIC for a variety of highway, bridge, safety, and emergency contracts throughout the Region. He was the EIC for the Replacement of Route 28 Bridge over the Middle Branch of the Moose Reiver, a $2.9M project located in Herkimer County. He was also the EIC for the $10.8M project to replace 7 Critical Bridges over Water at multiple locations in Oneida, Herkimer, and Otsego County. Since retiring, Ken spends winters in Florida and returns to work in New York during the warmer months. He has indicated he is available for assignment mid-April through mid-September.

Dave Ward retired as an EIC for NYSDOT in January 2022. Dave served as an EIC for NYSDOT for nine years before his retirement from the state. He served in various roles in the Construction Division for NYSDOT over his 35-year career, including Inspector, Office Engineer, and EIC. Dave was the EIC on bridge rehabilitation and replacement projects and roadway rehabilitation and reconstruction ranging from $1M to $7M. Dave completed an assignment in Herkimer County in 2023 and has indicated an interest in these projects with Oneida County for 2024.

Jack Giedraitis is a NICET III equivalent inspector who has expressed interest in working on county projects in the 2024 season. Jack has served as a NICET III inspector for Fisher for multiple years on NYSDOT Region 2 bridge replacement projects, most recently in 2022 on the $13.8M Route 8 Bridge Replacement over Route 12 in New Hartford.

Resumes follow this section.

M/W/DBE Statement

As a former DBE/MBE/WBE firm, we understand how a small company depends on numerous opportunities to grow by functioning as a sub-consultant to a larger firm. Fisher was very fortunate to have been included on many projects and benefited from the affirmative action program. As this project does not require a considerable number of inspectors and the Contractor will be required to hire an independent material testing firm, there is limited

opportunity for us to bring a DBE/MBE/WBE firm onboard.

Previous Experience and Credentials of Firm

"By living our clientship principles and core values, we create powerful client experiences." This is our mission and it serves as the foundation of our approach to every project we undertake. We achieve this by ensuring we thoroughly understand your goals and that our team is accessible, responsive, follows through, and keeps you informed throughout the project duration. As your advocate, we work collaboratively with you, listening to your needs and concerns, and putting our expertise to work for you. We own the experience our clients have with us, and we are committed to ensuring that your experience exceeds your expectations.

As your representative in the area, you can be confident we will professionally represent you as construction progresses. For over 25 years, Mr. Cowen has been responsible for managing inspection projects for Oneida County. We are proposing a great inspection staff, with people who are familiar with the area and the administrative processes. Here is what we bring to the table:

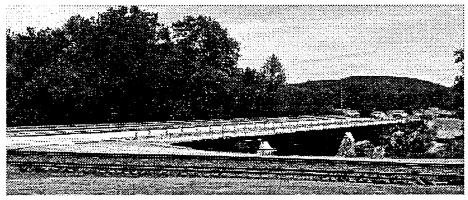
- **Staff, Staff, Staff**! You want experienced staff that you can entrust with your projects. We have that stuff for you. This team knows how to get the job done and done right.
- **Availability!** We understand your schedule and the workload commitment needed to complete this project. We can commit the necessary resources to this project!
- You want a firm that is dedicated to your projects and that understands your processes and standards. **When decisions are needed, you expect a knowledgeable staff that can communicate well with County staff and make professional recommendations.**
- **Sensitivity to the needs of your constituents is paramount.** You need an inspection staff that appreciates neighborhood concerns and communicates with the residents and business owners on a day-to-day basis. Our staff has proven again and again that we can handle difficult contractors, difficult residents, and difficult construction conflicts and resolve them to your complete satisfaction.
- We have a long history of working with municipalities, the public, and look forward to further developing our relationship with Oneida County.
- **Safety** for the public and project workers, as specifically demonstrated by our staff's ATSSA, OSHA 10-hour, and ACI certifications.
- **Flexibility and responsiveness**: With Fisher Associates, you have a consultant partner who follows through and keeps in touch with you, even on a daily basis if needed.
- **Quality:** A product that is built within the intent of the plans and specifications, with quality assurance provided by inspectors with decades of experience.

Below are projects for which the Fisher Team has provided Construction Inspection services.

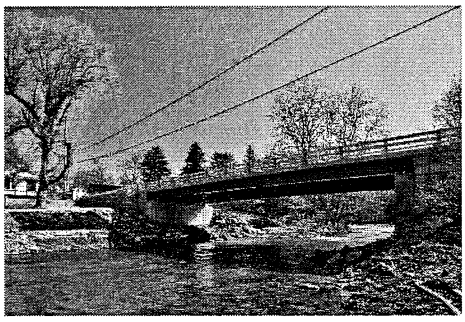
Middle Settlement Road Reconstruction, Oneida County DPW, NY: Mr. Cowen, in previous employment, served as the Project Manager for the construction inspection phase for the Middle Settlement Road Reconstruction from just south of Liberty Avenue in the Town of New Hartford to the intersection with Clark Mills Road in the Town of Whitestown. This $1.2M project included milling and overlaying 3,300 feet of roadway and full-depth asphalt paving for the other 900 feet, full depth, and widened shoulders, signing, striping and stormwater management. Drainage improvements were made along with concrete sidewalk and ADA sidewalk ramps. The Construction was inspected by a Resident Engineer and an inspector. Mr. Cowen managed the inspection staff and was responsible for overseeing material acceptance, shop drawing reviews, construction administration, and coordination with a subcontractor for materials testing and several utility companies. (Reference: Mark Laramie, P.E., 315.793.6236 - recently retired, 2009-2015)

Houck Road Bridge over Sconondoa Creek Bridge Replacement, Oneida County DPW, NY: Mr. Cowen, in previous employment, was the Project Manager for the construction inspection phase for the $0.5M replacement of the Houck Road Bridge over Sconondoa Creek. Responsibilities included recruiting inspection staff, coordinating the project progression with the Chief Inspector, Contractor, County, and design consultant. Houck Road was closed during construction and an offsite detour was utilized to allow the contractor to complete this project in one season. Appia software was utilized for all inspector daily reports, quantity usage, photographs, change orders, and payment applications and records were provided to the County at project completion. (Reference: Mark Laramie, P.E., 315.793.6236 – recently retired, 2017)

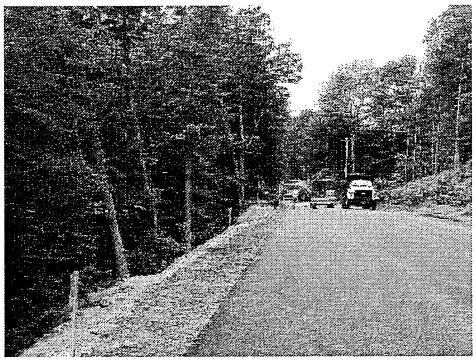
CR 8 over the Chemung River Bridge Rehabilitation, $3.921M, Chemung County, NY: Fisher Associates provide construction inspection for the rehabilitation of a four-span, 350 ft. long prestressed concrete adjacent box beam bridge. The entire superstructure was replaced along the current alignment with a four-span continuous steel multi-stringer superstructure and concrete deck. The continuity and integration of the abutments provided an integral abutment structure eliminating three lines of bearings, resolving the problems with longitudinal joints between beams, and creating a jointless bridge to carry utilities between beams and provide a low maintenance superstructure for the next 50 years. The piers and abutments were repaired and modified to accommodate the upgrades. (Reference: Andy Avery, Chemung County DPW, 607.739.3896, 2017 – 2022)



Ludlowville Road (County Route 159) over Salmon Creek Bridge Replacement, $1.593M, Tompkins County, NY: Because of the limited load capacity of the bridge, narrow roadway and non-compliant walkway, the bridge was slated for replacement. The Ludlowville Road Bridge was an 88 ft. span steel multi-stringer bridge with an open steel grating deck, carrying two 9 ft. lanes with no shoulders. The only pedestrian accommodation was a 1 ft. 8 in. wide safety walk flanking each side. The new bridge section consists of two 10-foot-wide lanes with 4-foot-wide shoulders and three-rail bridge railing on both sides. Weathering steel was incorporated into the design to provide a long-lasting, low maintenance bridge with an expected service life of 75 years. An aging water line was replaced



and supported on new steel diaphragms in the final configuration. Fisher Associates designed a steel multi-girder bridge with a composite concrete deck founded on concrete abutments that bear on rock. U-wingwalls replaced existing wingwalls at three of the four corners and a flared wingwall at the remaining corner accommodates a horizontal curve. A segmental retaining wall was designed beyond the end left U-wingwall to replace an existing stone cribbing wall. Fisher provided Engineering, Survey and Construction Inspection on this project. (Reference: Jeffrey Smith., Tompkins County Highway Division, 607.274.0309, 2017 - 2021)



Blossvale Road Slope Stabilization Project, Oneida County DPW, NY: This project was for a failing roadway embankment that needed to be stabilized. Rehabilitation elements included: interception and relief of embankment groundwater and surface runoff; construction of a soil-nail reinforcing wall outside of the guide rail; and the reconstruction of the road embankment, repair highway pavement section and reset BBGR. (Reference: Timothy Decker, 315.793.6228 - recently retired, 2022)

Calkins Road over Red Creek Tributary, $328K, Monroe County, NY: The existing twin pipe culverts were corrugated steel pipe arches that were 75 feet long and were constructed in 1979. The roof in both pipes had two depressions directly below the eastbound travel land. During the field inspection, multiple joints in both pipes were noted as corroded, leaking and prying open. Loss of galvanization and corrosion of various degrees were noted in both culverts along with rust-throughs below the spring line. Because of the deformations and corrosion, the twin pipe culverts were replaced with new concrete elliptical pipes in the same location. The project involved extensive work zone traffic control coordination to construct the project using staged construction as the project location near a busy intersection does not lend itself to closing the road. (Reference: Henry Herdzik., Monroe County Dept. of Transportation, 585.753.7729, 2019 - 2021)

Level of Effort

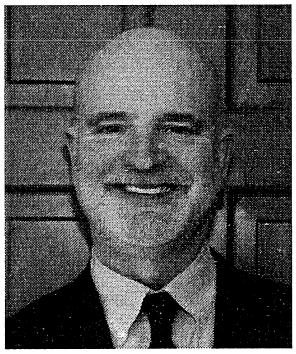
Fisher does not have a lot of projects in construction in Central NY and can dedicate staff to ensuring the success of this project. Our proposed personnel are available and excited to work on this project. Project Manager Al Cowen, P.E. has served as a Project Manager for Oneida County dating back to 1998. He looks forward to continuing to work for the County. We have an experienced pool of locally based inspectors who have indicated a desire to continue to work close to home.

Fee Proposal

Please see the form Appendix H following this section.

Allen Cowen, P.E.

Senior Transportation Manager / Project Manager



P: (585) 334-1310 x504
M: (315) 790-2512
E: acowen@fisherassoc.com

Years of Experience:
38

Education:
BS in Civil & Environmental Engineering, Clarkson University 1985
AS in Engineering Science, Mohawk Valley Community College 1983
AAS in Surveying, Paul Smith's College 1979

Professional Registration:
Professional Engineer: NY #067050

Affiliations:
- New York State Association of Transportation Engineers (NYSATE)
- New York State County Highway Superintendents Association, Inc. (NYSCHSA)
- American Council of Engineering Companies of New York (ACEC)

Certifications Include:
- FHWA-NHI Intersection Safety Workshop, July 2014
- OSHA 10-hour Construction Safety Training Program, February 2013, and February 2002
- Bridge Construction Quality Assurance, October 2006
- Subsurface Investigation & Geotechnical Evaluation, November 2004
- Geosynthetic Applications for Subgrade Improvement & Base Reinforcement, August 2004

Allen Cowen has served as a Project Manager and Project Engineer on many diverse transportation projects. His expertise includes preliminary and final highway design and construction management of highway, bridge, canal, and civil related projects. Al has served in key roles on numerous New York State DOT and locally administered federal aid projects throughout the state. He has served as the Project Manager on over 125 construction projects with a total construction value of over $150M. His responsibilities have included coordinating design and construction inspection projects with clients and subconsultants, developing project scopes, negotiating contract hours, preparing agreements, and scheduling project personnel. He has been the primary author of several design approval documents and is well versed in the preparation of final contract documents and construction management plans.

Project Experience

Oneida County Culvert Replacements, Oneida County, NY: Al was the Construction Inspection Project Manager for the roadside slope stabilization project located along Blossvale Road in Taberg. He was responsible for overseeing the construction of this county declared emergency project. A 200-foot soil nail wall was constructed along the southerly side of Blossvale Road to stabilize the road. Approximately 250 feet of Blossvale Road was reconstructed, drainage improvements were made, and guide railing was reinstalled.

Marcy SUNYPoly Parkway Reconstruction, $4.7M, Oneida County, NY: Al was the Construction Inspection Project Manager for this project that includes maintenance and protection of traffic, full depth asphalt pavement reconstruction, storm sewer installation, large diameter culvert pipe placement, 8" and 24" water main placement, and the construction of two GRES walls that are thirty feet high.

Middle Settlement Road Reconstruction, Phase II; Town of New Hartford, Oneida County, NY: In previous employment, Al was the Project Manager for reconstruction of 0.65 miles of Middle Settlement Road from NYS Route 5 to Clinton Street. Project included an in-depth pavement evaluation which showed pavement reconstruction as the preferred option. Preliminary design included traffic analyses and environmental studies. Project required right-of-way acquisition. The project will provide curb, sidewalk, and closed drainage along Middle Settlement Road. Responsible for oversight of alternative development, design report preparation, and final design.

Houck Road Bridge over Sconondoa Creek Bridge Replacement, Oneida County, NY: In previous employment, Al was the Project Manager for the construction inspection phase for this $0.5M bridge replacement. Responsibilities included recruiting inspection staff, coordinating the project progression with the Chief Inspector, Contractor, County, and design consultant. Houck Road was closed during construction and an offsite detour was utilized to allow the contractor to complete this project in one season. Appia software was utilized for all inspector daily reports, quantity usage, photographs, change orders, and payment applications and records were provided to the County at project completion.

2010 Construction Inspection Services for Oneida County; Oneida County, NY: In previous employment, Al was the Project Manager for term agreement to provide inspection services for bridge and culvert replacement projects throughout the County. Assignments included the rehabilitation of Mapledale Road Bridge over Tiondara Creek, the replacement of Butternut Road Bridge over Six Mile Creek and the slip lining of Walker Road Culvert C3-92.

Timothy Decker

Construction Inspector

Years of Experience

42

Education

A.A.S, Mohawk Valley Community College

Tim is an extremely organized, detail-oriented team member with 42 years of experience managing the bridge and highway reconstruction program for a Central New York Public Works Department. As an Assistant Engineer, he managed all phases of the highway and bridge rehabilitation / replacement program for this Central New York Public Works Department. He reviewed the infrastructure needs and selected projects for rehabilitation / replacement. He compiled and issued requests for proposals for design and construction inspection / supervision services to various consultants. Tim also compiled bid documents, coordinated advertisement and bid openings, performed bid analysis and recommended project award to qualified bidders. During construction, he resolved construction issues with input from contractor, designer and construction inspection / supervision personnel. He developed estimate of quantities and field verify quantities installed to recommend payment for work performed. Tim is well versed in all aspects of highway and bridge design standards.

Project Experience

Oneida County Department of Public Works, Division of Engineering, Oriskany, NY: Assistant Engineer. Tim managed 40+ locally administered Federal / State Aid Highway and Bridge projects (LAFAP) for Oneida County and was involved in all phases of project development, from project selection to final construction. He processed consultant and contractor invoices for services and compiled requests for reimbursement of funds to NYSDOT and implemented a program to manage Federal / State funded projects for several towns within Oneida County. Oneida County would assume the role of project sponsor and act as liaison between the NYSDOT, Town and Consultant. Oneida County would also fund the project on behalf of the Town. He managed 100+ county funded bridge and highway rehabilitation / replacement projects. For the Bridge NY Program, Tim was a member of the regional review committee for selection of projects submitted by various municipalities under the BridgeNY Program. He performed topographic surveys and plot data for use in design development of highway and bridge construction projects. Tim is proficient in the use of Word, Excel, AUTOCAD, and Adobe.

Joseph Cacozza

Construction Inspector – NICET IV

Years of Experience

54 1/2

Education

AAS, Civil Technology, Mohawk Valley Community College, 1971

Joe is a former employee of the New York State Department of Transportation (NYSDOT) with thirty-six years of NYSDOT project experience. In this capacity, Joe provided service a Construction Inspector and as an Engineer-In-Charge for broad range of project assignments, with cost of construction values of up to millions of dollars. Joe is highly experienced and has a well-developed expertise in proper inspection and construction methods for all phases of earthwork (including slurry walls), all forms of drainage, sanitary sewers, water mains, signs, signals, guide rail, concrete pavement, bridges, and asphalt pavement. He has also had substantial field survey experience in support of construction and design projects.

Project Experience (including selected projects from previous employment)

Marcy SUNY Poly Parkway, Oneida County: Joe worked as a Chief Inspector for Fisher Associates from September 2021 through December 2022 on the Marcy SUNY Poly Parkway project for Oneida County. Joe inspected this $5.1M roadway reconstruction project that included the construction of 40-foot high geosynthetic reinforced soil system (GRESS) walls, 1600 feet of 8-inch and 24-inch diameter water mains, and the placement of over 12,500 tons of asphalt pavement. Joe inspected the work to ensure the work was completed in accordance with the plans and specifications, coordinated the work with the County and local residents, measured quantities for payments, developed change orders, processed payment applications, took photographs, and developed as-built drawings. He utilized Appia to efficiently administer this project for the County. (Fisher Associates, 2021 to 2022)

JBS Dirt. $9M (Cree Site work). Joe is the QA/QC inspector for this utility project. Work included inspection and overseeing placement of 175,000 CY of select fill embankment, installation of about 5,000+/- LF of various size culvert pipes with 76 catch basins, 3,000+/- LF of various size sanitary pipes with 15 sanitary manholes including pressure testing of both. Installation of approximately 9,000+/- LF of various size water main, fire protection, PIV's, hydrants, 2 water service buildings with various types and sizes of valves, PRV's, etc. Pressure testing, chlorination, flushing, etc. of the entire system. Inspection and overseeing the construction and paving of assorted roadways and parking lots. Inspection of approximately 450 feet of 25 ft high pre-cast concrete retaining walls. (JBS Dirt, 2020 to 2021)

Mohawk Valley Edge. $7.045M. Joe worked as the Resident Engineer and Sr. Construction Inspector for Phase I of the Marcy SUNY-IT Parkway project, which was for a new 1-mile, 4 lane road, 2 roundabouts, a 1-mile shared path, and 6500' of new sanitary sewer line. He acted as EIC, construction inspector, office engineer, and had another construction inspector working under him. (Bergmann Associates, 2011 to 2012)

NYSTA, Safety Improvement Project, D213753, TAS 08-05. $2.3M. Joe was the Thruway Project Engineer (TPE). Work included new guide rail, stone block paving, slope flattening, culvert extensions, and removal of an existing and building a new emergency U-turn. His duties also required Joe to be an inspector on all phases of this project, as well as the office engineer. (Popli Design Group, 2008 to 2009)

NYSTA, TAS 07-28, D213694 between Little Falls – Herkimer, MP 210.00 – MP 220.00. $7.4M. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, earthwork, guide rail, milling and inlay, and pavement markings. (Barton and Loguidice, 2008)

NYSTA TAS 06-42, D213631 between Herkimer – Utica, MP 220.00 – MP 233.50 and $6.8 million Thruway Project, TAS 06-38, D213584, between Utica – Westmoreland,

MP 233.50 – MP 240.90. $8.5M. Senior Inspector. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, guide rail, milling and inlay, and pavement markings. (Prudent Engineering, LLP, 2007)

NYSTA TAS 06-42, D213631 between Herkimer – Utica, MP 220.00 – MP 233.50. $8.5M. Senior Inspector. Joe's inspection duties included full and partial depth pavement repairs, drainage work including various types and sizes of culvert pipes, guide rail, milling and inlay, concrete pavement, and pavement markings. (Prudent Engineering, LLP 2006)

Kenneth Leisenring

Construction Inspector

Years of Experience

36

Education

A.A.S, Civil Engineering Technology, Mohawk Valley Community College, 1987

Kenneth Leisenring has over 36 years of experience working in the construction industry. For the past three years, he has worked for private consultants as a Chief Inspector. Prior to that, Ken spent over 33 years working for the NYS Department of Transportation. At NYSDOT, he served as Regional Construction Computer Added Drafting and Design (CADD) and Survey Coordinator where he coordinated and assigned survey crews, taught CADD to construction personnel and computed areas from CADD for Field Personal. He was also the DOT's Regional Emergency Manager for Construction. In this role he coordinated the assessment of roadways in Region 2 including major storms: 2006 Mohawk Valley Flooding, 2011 Lee and Irene Hurricanes, 2013 Mohawk Valley Flooding, 2017 Stella Snowstorm Response and the 2019 Halloween Flooding. During his tenure at the DOT, he was an Engineer-In-Charge and managed bridge and roadway contracts for over 30 projects.

Project Experience

Route 81 Reconstruction, NYSDOT: Ken worked as a Senior Inspector / QA staff for contract 1 (April 2023 to December 2023)

Reconstruction, Exits 37-39 East Bound, NYSTA: Ken worked as a Chief Inspector on this project. (Popli Design Gtroup, July to September 2022)

Blossvale Road Slope Stabilization, Oneida County: Ken worked as a Chief Inspector for Fisher Associates during the 2022 season and was assigned to oversee the Blossvale Road Slope Stabilization project for Oneida County. Ken inspected the work to ensure the work was completed in accordance with the plans and specifications, coordinated with the work with the County and local residents, measured quantities for payments, developed change orders, processed payment applications, took photographs, and developed as-built drawings. He utilized Appia to efficiently administer this $0.64M project for the County. (Fisher Associates, 2022)

Cashless Tolls, Exit 34A to 48, NYSTA: Ken was the Chief Inspector on this project. (W. Allen Engineering, 2021)

Cashless Tolls, Exit 34A to 48, NYSTA: Ken was the Chief Inspector on this project. (M&J Engineering, 2020)

New York State Department of Transportation, Region 2 (1987 to 2020):

- **Regional Construction Computer Aided Drafting and Design (CADD) and Survey Coordinator**
- **Regional Emergency Manager for Construction**
- **Engineer-in-Charge.** Below are projects he has worked on or has been in charge of:
    - D257198 Replace 3 Culverts on Routes 5 and 8, Towns of Vernon and Bridgewater, Oneida County
    - D254100 Route 46 Pixley Falls (Ava, North Western, Boonville), Oneida County
    - D254429 Route 291 over Mohawk River and Conrail, Oneida County
    - D253091 Route 46 Rome, Oneida County
    - D258964 Route 921W (Champlin), Burrstone Road, Oneida County
    - D252321 Reconstruction on Route 12B – Oriskany Falls and Seven Sites, Oneida, and Madison Counties

- D252556 Reconstruction on Route 69 – West Art. SH 9384, Oneida County
- D500428, Mill Street over Chittenango Creek, Madison County
- D500523 Middle Road Bridge, Oneida, and Madison Counties
- D253381 Fayetteville- Chittenango, Pt 2, Madison County
- D254576 Reconstruction on Route 13 in Cazenovia and Deruyter, Madison County
- D255092 Sealing Joints and Cracks on Various Routes, Various Counties in Region 2
- D256090 Reconstruction on Routes 28N and 20 in Long Lake, Hamilton County
- D256091 Route 5S Bridges over Thruway, Herkimer County
- D256711 Replacement of CR 2 bridge over Brown's Track Inlet, Town of Long Lake, Hamilton County
- D257213 3.5 miles of asphalt concrete Reconstruction, 4 new bridge and 3 new box culverts, Town of Russia, Herkimer County
- D257658 8.5 km of asphalt concrete milling and resurfacing on Route 28, Towns of Newport and Fairfield, Herkimer County
- D257810 8.9 miles of asphalt concrete reconstruction on Route 26, Towns of Ava and Lee, Oneida County
- D258391 Replacement of Route 28 Bridge over Middle Branch of the Moose River and 1.5 asphalt, Herkimer County
- D258941 Route 31 Deruyter, Madison County
- D259445 Region 2 Emergency Response, Various Counties
- D259954 Job Order Contract 5 (Unique), Various Counties
- D259996 Regional Emergency Response, Various Counties
- D260669-C Emergency Response Contract, Various Counties
- D261821 Region Emergency Highway Response (2013 Flooding), Various Counties
- D261322 June/July Flooding (Lee-Irene Flooding), Various Counties
- D262027 Accelerated Bridge Project (13 sites), Various Counties
- D262759 Sand Hill Road Grade Crossing Elimination, Oneida County
- D262929 7 Bridges: 28, 80, 165, 315 – Regions 2/ 9 (Critical Bridges over Water), Various Counties
- D263646 Route 28 Blue Mountain Lake – Indian Lake, Hamilton County
- CIPR Route 10, End Route 10, Montgomery County
- D263901 Where When Debris Removal Contract – Upstate East, Various Counties
- D263877 Bridge Rehabilitation Project 18: Route 8/W. Canada, 29A, 8, 10, Herkimer, Fulton, and Hamilton Counties
- D263942 Route 30/30A Safety Project (Roundabout), Fulton County

David Ward
Construction Inspector

Years of Experience

35

Education

A.A.S, Construction Technology, Herkimer County Community College, 1986

David Ward is an experienced Engineer-In-Charge with attention to Quality and Detail. Experience includes administering all facets of both Bridge and Road Construction Projects. Successful at ensuring compliance with quality standards while minimizing impacts to the community and environment with diligence and fairness. Diverse responsibilities include providing technical expertise, processing payments, record keeping, public relations, personnel manager, and helping correct Construction problems with knowledgeable recommendations. He was a career NYSDOT employee, working in Region 2 for 35 years.

Project Experience

New York State DOT, Region 2, 1987-2022

- Assistant Engineer – Construction (1998-2022): David was an Office Engineer and Regional Change Order Specialist in addition to an Engineer-in-Charge (EIC). He served as an EIC from 2013-2022 where he managed multiple types of projects that included Cold-In-Place Recycling with Hot Mix Asphalt, Bridge Rehabilitation, New Bridge Construction, and Multiple Site Culvert Replacements. Projects ranged from $1 million to $7 million +/-
- Engineering Technician, Senior Engineering Technician, Principal Engineering Technician (1989-1998); David was an EIC on a phased construction new bridge project (1998); EIC on a culvert lining project (1997); and a Field Inspector and Office Engineer on various road reconstruction projects (1989-1996)
- Construction Inspector (1987-1988): David was a construction inspector and worked on a road reconstruction project (1987) and a complete new bridge construction project (1988)

John (Jack) Giedraitis

Construction Inspector

Years of Experience

33

Education

A.A.S, Survey Technology, Mohawk Valley Community College, 1982

Certifications

NICET II, Highway Construction
ACI Concrete Field Technician, Grade 1
NECEPT PennDOT Certified Concrete Field Testing Technician
NECEPT PennDOT Certified Bituminous Field Technician

Mr. Giedraitis has experience as a Civil Projects Inspector/Survey Field Engineer with over 33 years of experience in the construction of highway, bridge, dam, and building projects.

Project Experience

New York State DOT, Region 2, Construction Inspection Term Agreement: Jack worked as a NICET III Inspector for Fisher Associates from May 2020 through November 2022 and was assigned to various NYSDOT Region 2 Bridge projects. He completed work on the $13.8M Route 8 Bridge Replacement over Route 12 during the 2022 season. Jacks' responsibilities included overseeing various operations for this large bridge replacement project, as well as mentoring younger less experienced inspectors who were assigned to the project. (Fisher Associates, 2020-2022)

NICET II Inspector – Various Projects; New York: As a NICET level 2 inspector, worked on an emergency project that required the removal of existing structures and the installation of precast drainage structures, tying into existing pipes, placement of select material, and bringing paving material to 1" of finish grade. Mr. Giedraitis was an inspector on a cold mill paving operation on seven miles of county road, setting up traffic control on a four-lane highway for watermain installation, road cut and replacement for IT conduit installation, and an emergency contract to install eight precast structures over existing storm lines. He was lead inspector on a village roadway improvement which included the inspection of readjustment and rehabilitation of drainage and sanitary structures, micro milling, sidewalks, ADA ramps, asphalt paving of shim course and top course, curb cutting, line striping, placement of signage, and quantifying all items previously mentioned. (Creighton Manning, 2019)

NICET II Inspector – Various Projects; New York: As a NICET level 2 inspector, worked on a county-wide line striping project, a highway rehabilitation project, and a multi-site traffic signal replacement project. The projects required observing, reporting, recording by computer, and when required, testing and calculation of contract pay items which included various configurations of paint lines and use of a GPS unit for measurements, excavation and backfill placement, concrete sidewalk and curb placement (which included ADA ramps), drainage structure and storm line installation, retrieval and analysis of elevation data for curb installation, concrete and rebar placement for traffic signal poles, and traffic signal components (i.e. pull boxes, various types of wire, conduits, signal heads, control cabinets, pedestrian poles). (Bailey Engineers and Constructors, 2018)

TCI 3 Inspector; Pennsylvania: TCI 3 inspector on several PennDOT projects, both new and rehabilitation. Responsibilities included observing, reporting, recording, and when required, testing and calculating contract pay items for the following: Class 1, 2, and 3 type excavation, abutment form work, rebar (certs, placement, and weight calculations), (concrete testing, placement, finishing, curing, and quantity calculations), structural backfill, beam and SIP placement, waterproofing applications, deck machine dry runs, deck depth checks, curing procedures, epoxy deck application, precast bridge deck segment installation and post tensioning of deck segments. 10 M Barrier, electrical conduit, pull boxes, and precast LP installation on a bridge rehabilitation project. Cast-in-place LP installation, junction box placement, installation of conduit and wire (both direct burial and directional boring) for LP bases and traffic signals. Cast-in-place concrete curb and sidewalks, sampling of aggregate and subbase material, placement of pavement drainage, placement of rip-rap and geotechnical fabrics, grading and compaction of subbase and asphalt courses, using MUTCD for M&P on interstate highways and urban locations, guide rail and delineation installation, seeding applications and mulch fabric

installation; wage rate checks and trade certifications, snow plowable pavement marker and lens replacement, rumble strips (MIADS), line stripping, and ADA ramps. (RIG Consulting, Inc., 2014-2018)

Construction Inspector; Pennsylvania: Jack was a Field Engineer/Job Foreman and responsible for starting up projects, directing crews, keeping project quantities, receiving bid quotes, quantity take offs, looking at prospective projects, and helping to bid projects. (Minichi, Inc., 2010)

Construction Inspector; Pennsylvania: Responsible for construction layout and keeping quantities for four bridge projects in eastern Pennsylvania. (Clearwater Construction, Inc, 2009)

Construction Inspector; New York: Inspector on a 2-mile sanitary project where half was gravity feed and the remainder forced main, two pump stations, and 1000 feet of directional boring which included 600 feet under CSX railroad and the Barge Canal. Kept daily reports on labor, equipment, materials, pay items, and job progress. (Hogan Engineering, 2008)

Construction Inspector; Pennsylvania: Jack was a Field Engineer and responsible for calculating and ordering project materials, tracking monthly pay items, directed subcontractors in performance of their work, and additional work items on a $53M road project. Resolved monthly pay quantities with PennDOT and kept an onsite materials inventory. (Glasgow Construction, 2007)

Construction Inspector; Pennsylvania: **Jack** was the Chief Surveyor and was responsible for the construction layout for a $105M road project at King of Prussia, PA; which included creating the majority of data for road and bridge layout, grade sheets, special work sheets, and directing four survey parties. Taking over layout duties for all structural and site components on a $17M dam for the remaining year and a half of the project and determining all excavation and fill quantities. (Alan A. Meyers, 2001-2007)

Construction Inspector; Pennsylvania: Jack was a Surveyor and Assistant Superintendent. He performed the layout, calculated concrete quantities, scheduled rebar orders, calculated and reported weekly pay quantities, and conferred with PennDOT on pay quantities on a project consisting of five bridges: also, the total layout of three industrial buildings. As assistant superintendent performed plan interpretation, directed work crews, checked layout, and assisted with the setup of 500-600 cubic yard concrete pours at the BARTA bus garage in Reading, PA. (Nyleve Bridge Corp, 1999-2001)

Construction Inspector, Pennsylvania: Jack was a Party Chief and performed layout for highway and structures on $83M highway project in Lancaster, PA. Included was layout for various bridge components, drainage structures, MSE and sound walls, caisson-pile retaining wall, concrete roadway layout, roadway tie-ins and the bent systems for two integral pier bridges. (Balfour-Betty, Inc., 1997-1999)

Appendix H

For the purpose of equal evaluation of proposals submitted, the proposer shall submit prices for each project based on the estimate of hours and personnel to be utilized according to these guidelines. Final Consultant compensation will be based on actual number of hours committed to each individual project.

A. Resident Engineer / Chief Inspector
B. Project Manager
C. Administrative Assistant

Construction documents were prepared by various designers and will be bid under several packages at various times through 2024. Projects may be awarded to a single or multiple Contractors.

1. Group 1 Projects as indicated in Appendix F (H-298) Estimated hours of construction inspection and supervision effort to complete all projects based on a 18-week schedule.				
A. 720 hours @	125	/hour =	$ 90,000	Straight Time
A. 180 Hours @	150	/hour =	$ 27,000	Overtime
B. 180 Hours @	165	/hour =	$ 29,700	Straight Time
C. 90 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 146,700	

2. Group 2 Projects as indicated in Appendix F (H-546) Estimated hours of construction inspection and supervision effort to complete all projects based on a 6-week schedule.				
A. 240 hours @	126.75	/hour =	$ 30,420	Straight Time
A. 60 Hours @	150	/hour =	$ 9,000	Overtime
B. 60 Hours @	165	/hour =	$ 9,900	Straight Time
C. 30 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 49,320	

3. Group 3 Projects as indicated in Appendix F (H-615) Estimated hours of construction inspection and supervision effort to complete all projects based on a 27-week schedule.				
A. 1080 hours @	126.25	/hour =	$ 136,350	Straight Time
A. 270 Hours @	150	/hour =	$ 40,500	Overtime
B. 270 Hours @	165	/hour =	$ 44,550	Straight Time
C. 135 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 221,400	

4. Group 4 Projects as indicated in Appendix F (H-614) Estimated hours of construction inspection and supervision effort to complete all projects based on a 7-week full time schedule and a 6-week part time schedule.				
A. 400 hours @	126.75	/hour =	$ 50,700	Straight Time
A. 70 Hours @	150	/hour =	$ 10,500	Overtime
B. 100 Hours @	165	/hour =	$ 16,500	Straight Time
C. 50 Hours @	N/A	/hour =	$	Straight Time
		Total	$ 77,700	

It is anticipated that Group 4, Project b. (Guide Rail Replacements) will require part time inspection coverage. Field verification of quantities requiring removal and quantities of new items to be installed are key elements requiring inspection.

Appendix A
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1) Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury:

(a) Non-Collusive Bidding Certification. By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief.

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

2) A Bid shall not be considered for award, nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3) The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

4) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

Fisher Associates, P.E., L.S., L.A., D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Emily Smith, P.E.

Title: Vice President / Director of Transportation

Signature: Emily M. Smith

Date: February 7, 2024
(SIGN AND RETURN WITH PROPOSAL)

Appendix B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case-by-case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:
Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By:

Fisher Associates, P.E., L.S., L.A., D.P.C.
(Legal Name of Person, Firm or Corporation)

Name: Emily M. Smith, P.E.

Title: Vice President / Director of Transportation

Signature

Date: February 7, 2024

Appendix C
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules, and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Emily M. Smith, P.E.	Vice President / Director of Transportation
Name (Print)	Title
Emily M. Smith	February 7, 2024
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Appendix D
Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Emily M. Smith, P.E.	Vice President / Director of Transportation
Name (Print)	Title
Emily M. Smith	February 7, 2024
Signature	Date

SIGN AND RETURN WITH PROPOSAL

Exhibit D

(Change Order)

Contract No. ########

Project No. PIN ########

Change Order No. 1

Effective Date Month, Day, Year

CHANGE ORDER

This Change Order modifies the Agreement entered into the X day of Month, Year, between Oneida County ("COUNTY") and Delta Engineers, Architects, & Land Surveyors, D.P.C. ("CONSULTANT") as follows:

1. **Change in Services**:
   1.1. CONSULTANT shall provide additional construction inspection services as defined in Exhibit A, attached hereto and incorporated herein.

2. **Change in time of Performance** (attach schedule if appropriate):
   2.1. No Change.

3. **Change in CONSULTANT's Compensation**:
   3.1. CONSULTANT shall be compensated an additional fee in the amount of $XXXX.00 as defined in Exhibit A, attached hereto and incorporated herein.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

Signature

Anthony J. Picente, Jr.
Oneida County Executive

Date:

CONSULTANT

Signature

Daniel Faldzinski, P.E.
Director of Vernon Civil Engineering Services

Date:

Approved

Signature

Robert E. Pronteau
Assistant County Attorney

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

April 17, 2024

FN 20 24-231

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

Enclosed is a change order to extend contract #163573, with Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. for consulting services for various bridge, structure, and highway rehabilitation projects. This change order will extend the contract end date from December 31, 2023 to December 31, 2025. There is no change to the compensation amount, which remains at $585,000.00, and the scope of the work will also remain unchanged.

Please consider the attached Amendment, and if it meets with your approval, please forward the same to the Board of Legislators for its consideration. Thank you in advance for your consideration and approval.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

Reviewed and Approved for submittal to the Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 4-15-24

Oneida Co. Department: Public Works

Competing Proposal	X
Only Respondent	
Sole Source RFP	
Other	

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. 860 Hooper Road Endwell, NY 13760
Title of Activity or Service:	Professional Consulting Services
Proposed Dates of Operation:	Start on Execution - 12/31/2025
Client Population/Number to be Served:	N/A
Mandated or Non-mandated:	Non-mandated

Summary Statements:

This is a change order to extend contract #163573, with Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C., for consulting services for various bridge, structure, and highway rehabilitation projects. This change order will extend the contract end date from December 31, 2023 to December 31, 2025. There is no change to the compensation amount, which remains at $585,000.00, and the scope of the work will also remain unchanged.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding:

	Account #:	H-615
	Total Funding Requested:	$585,800.00
	Oneida County Dept. Funding Recommendation:	$585,800.00
Proposed Funding Sources	**Federal:**	$0.00
	New York State:	$0.00
	County:	$585,800.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Contract No. 163573

Project No. H2254099

Change Order No. 1

Effective Date January 1, 2024

CHANGE ORDER

This Change Order modifies the Engineering Services Agreement entered into the 16th day of March 2022, between the County of Oneida ("County") and Delta Engineers, Architects, Land Surveyors, & Landscape Architects, D.P.C. ("Consultant") as follows:

1. **Change in Services**:

   1.1. No change.

2. **Change in time of Performance** (attach schedule if appropriate):

   2.1. Schedule adjustment. New completion date: December 31, 2025.

3. **Change in Consultant's Compensation**:

   3.1. No change.

All other terms and conditions, not inconsistent hereto, remain unchanged.

COUNTY

Anthony J. Picente, Jr.
Oneida County Executive

Date:

CONSULTANT

Christopher Maby, CPESC
Director of Transportation/Civil Services

Date: 1/29/2024

Approved

Andrew Dean
Deputy County Attorney - Administration

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

April 19, 2024

FN 20 24-232

PUBLIC WORKS
WAYS & MEANS

Gerald Fiorini, Chairman
Board of Legislators
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Chairman:

A feasibility study was done on the future needs of Murnane Field and the probability of various future uses. One of the main conclusions of the study was the replacement of the natural grass with artificial turf. This alone would increase the availability of the field for earlier in the year, during the year, and at the end of the year due to much better drainage and minimal upkeep between events. With the increase usage there will be increased revenue which will increase the fund's sustainability.

To replace the grass an environmental study must be done to evaluate the effects of the water shed on the natural wetlands located near the area. This is the first step to try and improve the field and various structures along with improving the experience for not only the players but the paying customers.

I therefore request the establishment of a capital project and request your Board's approval of the following:

A.) Establishment of **Capital Project H – REC - 131 – Murnane Field – Comp Bldg, Structures, & Field Improvements**

H – Capital Outlay H – REC -131 – 79972 ..... $ 150,000.00

B.) Funding for the capital Project **H – REC -0131** is as follows:

H – REC – 131 – 5031-998 – Transfer / Other Fund - ARPA..... $ 150,000.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

April 19, 2024

FN 20 21233

PUBLIC WORKS

WAYS & MEANS

Gerald Fiorini, Chairman
Board of Legislators
Oneida County
800 Park Avenue
Utica, NY 13501

Dear Board Chairman:

The establishment of Capital Project H-REC-131 Murnane Field - Comp Bldg., Structures & Field Improvements requires a transfer to be approved for the funding of the project.

I therefore request your Board's approval to of the following transfer of funds for 2024:

TO:

A1340 870.900-998 Transfer to Other Fund ARPA – Capital Projects .....$ 150,000.00

FROM:

A1340 – 8740 .495-998 Budget – Other Expenses ARPA.....$ 150,000.00

Thank you for kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney