



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Timothy Julian
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION FOR THE JULY 13, 2022 MEETING

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

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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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

June 14, 2022

FN 20 22-215

Mr. Mikale Billard
Clerk of the Board of Legislators
Oneida County
800 Park Avenue
Utica, New York 13501

READ & FILED

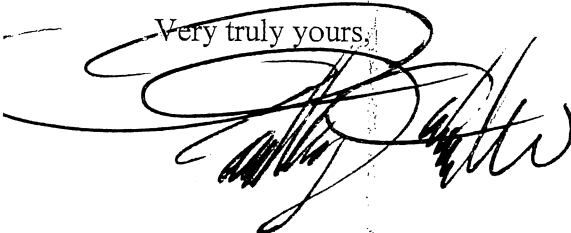
Dear Mike:

Pursuant with Section 5 of the County's written investment policy, please find a list of the current/approved depositories for Oneida County:

- Bank of Utica
- National Bank & Trust
- J.P. Morgan Chase
- Adirondack Bank
- Chemung Canal Trust Company (and/or Capital Bank, as a Division of)
- Key Bank
- M&T Bank (and Wilmington Trust Corporation, as wholly owned subsidiary)
- NYCLASS (New York Cooperative Liquid Assets Securities System)

If you have any questions, please call.

Very truly yours,


Anthony Carvelli
Commissioner of Finance

AC/ty

cc: Anthony J. Jicente, Jr., Oneida County Executive
Gerald J. Fiorini, Chairman of the Board



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 26, 2022

FN 20

22 216

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

WAYS & MEANS

RE: Reappointment of David Mathis & Anthony J. Colon
MVCC Board of Trustees

Honorable Members:

Pursuant to Article XX, Section 2002, of the Oneida County Charter and Section 6306 of the New York State Education Law, I submit to the Board of Legislators for your approval the reappointment of David Mathis and Anthony J. Colon to serve on the Mohawk Valley Community College Board of Trustees for seven (7) year terms, both expiring June 30, 2029.

I respectfully request that you approve these reappointments at your earliest convenience.

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

Very truly yours,


Anthony J. Picente, Jr.



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 20-217

May 6, 2022

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 contract between Oneida County Workforce Development and the City of Rome that will allow the City of Rome to have 15 interns in the summer of 2022 here in Oneida County.

If the within contract meets with your approval, we respectfully request that you forward the same to the Board of Legislators for review and approval as one of two templates for the 2022 College Corps contracts. In the case of both templates, only the employer, the number of interns and the total reimbursement will change. All other terms and conditions remain the same. This contract with the City of Rome would serve as the template for all of the College Corps agreements in which the employer reimburses the County for one half of the expense of 200 hours of employment for each intern, at a cost of \$1,420.98 per intern. The other template to be presented for approval for College Corps will be for the City of Sherrill, which is the same in all respects, with the exception that the employer outlays the initial expense and is then reimbursed by the County.

If there are questions regarding this contract, please contact my office.

Sincerely,

David Mathis

David L. Mathis
Director, Oneida County Workforce Development

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

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

Date 6-1-22

Oneida Co. Department: Workforce Development

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: City of Rome
198 N. Washington Street
Rome, NY 13440

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 1, 2022 – September 30, 2022

Client Population/Number to be Served: 15 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: \$21,314.70

Account # #J6363

Oneida County Dept. Funding Recommendation: \$21,314.70

Proposed Funding Sources (Federal \$/ State \$/County \$): County extends the cost of 200 hours of wages per intern. The employer will reimburse the County for 50% of that cost.

Cost Per Client Served: \$1,420.98

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.

2022 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 **CITY OF ROME** (hereinafter the "Employer"), a local employer with its offices and principal place of business located at **198 North Washington Street, Rome, New York 13440** (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 2022; 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 FIFTEEN (15) 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, 2022**, and end no later than **September 30, 2022**.
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. The Employer shall reimburse the County at a rate of fifty percent (50%) the total wages and FICA taxes of the time worked, up to this maximum.

C. The Employer agrees to expend an amount up to, but not to exceed twenty-one thousand three hundred fourteen dollars and seventy cents (\$21,314.70) 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, 2022.

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:

FOR THE EMPLOYER:

Anthony J. Picente, Jr.
County Executive

Jacqueline Izzo
Mayor

DATE

DATE

FOR OFFICE OF WORKFORCE DEVELOPMENT:

David Mathis
Director

DATE

Approved:

Ellen S. Rayhill
Assistant County Attorney

DATE

BUDGET SUMMARY INFORMATION

I.	TOTAL COSTS		
	A.	Wages 200 hours x \$13.20 per hour	\$2,640.00
	B.	Fringe Benefits - FICA 7.65% x \$2,640	\$ 201.96
	C.	TOTAL WAGES AND BENEFITS PER INTERN =	\$2,841.96
II.	EMPLOYER COSTS		
	A.	Fifty Percent (50%) Contribution	\$1,420.98
	B.	MAXIMUM REIMBURSEMENT PER INTERN =	\$1,420.98
		TOTAL REIMBURSEMENT DUE THE COUNTY (15 x \$1,420.98) =	\$21,314.70



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 7, 2022

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

FN 20 22-218

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

The Oneida County Summer Youth Employment Program (SYEP) is a program that annually provides work experience for the youth of our community, who learn the lessons that only come from a job site and also help our community by working with public, private and not-for-profit partners.

As this program continues to move forward, it is my pleasure to present you with a contract between Oneida County Workforce Development and Mohawk Valley Community College to operate a three-pronged program serving youth. This program will be funded from an allocation in the 2022-2023 New York State budget. There is no cost to county taxpayers.

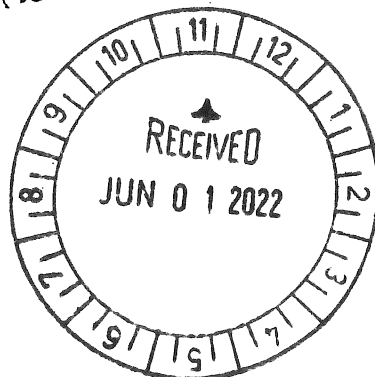
We are hoping that this contract can be approved as a template for our SYEP contracts for 2022 which are part of our effort to work with the community and young people of the region to move our economy forward. The budget for the SYEP program was approved by the Oneida County Board of Legislators as a part of its Operating Budget as Amended by Ways and Means by Resolution Number 290 on November 10, 2021.

If there are questions regarding this contract, please contact my office.

Sincerely,

David Mathis

David L. Mathis
Director



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 6-1-22

Oneida Co. Department: Workforce Development

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Mohawk Valley Community College
1101 Sherman Drive
Utica, NY 13501

Title of Activity or Service: Summer Youth Employment Program / Work Experiences

Proposed Dates of Operation: June 1, 2022-September 1, 2022

Client Population/Number to be Served: 32 SYEP participants

Summary Statements

- 1) **Narrative Description of Proposed Services:** The program will provide 3 work experience sites for eligible youth.
- 2) **Program/Service Objectives and Outcomes:** The program will assist youth in developing their workplace skills.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$13,996.00

Account # #J6293

Oneida County Dept. Funding Recommendation: \$13,996.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% from New York State.

Cost Per Client Served: \$437.37

Past Performance Data: These programs have been funded in the past and were successful.

O.C. Department Staff Comments: The SYEP program continues a successful partnership between Oneida County Workforce Development local partners in providing job skills for youth. The budget for the 2022 SYEP program was approved by the OC Board of Legislators as a part of the Oneida County 2022 Operating Budget as Amended by Ways and Means by Resolution Number 290 on November 10, 2021.

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

MOHAWK VALLEY COMMUNITY COLLEGE
TANF SUMMER YOUTH EMPLOYMENT PROGRAMS

SUMMER WORK EXPERIENCES

PY 2022 – TANF- 001

This Agreement is entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, through its Workforce Development Department, located at 209 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as the “County”), and MOHAWK VALLEY COMMUNITY COLLEGE with its offices and principal place of business located at 1101 Sherman Drive, Utica, New York, 13501, (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the County has entered into an agreement with New York State, represented by its Governor, to implement an employment and training program in Oneida County pursuant to the New York State Office of Temporary and Disability Assistance (hereinafter referred to as “OTDA”) 2022 New York State Summer Youth Employment Program (hereinafter referred to as “SYEP”); and

WHEREAS, the County was awarded a special Temporary Assistance for Needy Families (hereinafter referred to as “TANF”) grant from New York State to fund SYEP programs that will provide educational, paid, summer employment to TANF eligible participants; and

WHEREAS, the County received a proposal from the Contractor to operate such a SYEP program (hereinafter referred to as the “Program”); and

WHEREAS, the County desires to use said grant to compensate the Contractor for operating the Program;

NOW THEREFORE, in consideration for the compensation and services agreed herein, the parties agree as follows:

1. TERM. The term of this Agreement shall commence **on or about June 1, 2022 and expire on or about September 1, 2022**. Actual start and end dates may vary due to program considerations.
2. THE WORK. The Contractor agrees that the Program shall conform to the Program Narrative (Exhibit A) of this Agreement, attached hereto and made a part hereof.
3. COSTS.
 - A. The County agrees to expend an amount up to, but not to exceed **thirteen thousand nine hundred ninety six dollars (\$13,996.00)** for the Program expenses delineated in the Budget Information Summary (Exhibit B) of this Agreement, attached hereto and made a part hereof; said Program expenses are to be paid to the Contractor for allowable costs incurred in the performance of this Agreement.
 - B. It is understood and agreed that the County shall not be responsible for any expenses incurred by the Contractor prior to the effective date or following the termination date of this Agreement.
4. MODIFICATIONS. The County reserves final decision-making authority over all proposed modifications, major or minor, to this Agreement. All modifications to the term, purpose, or Budget Information Summary must be made by amendment to this Agreement and signed by both parties. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by federal, state or local laws or regulations.
5. RECORDS AND REPORTING. The Contractor shall record all costs incurred in the fulfillment of this Agreement. It is agreed that a standard County voucher will be submitted by the Contractor at the conclusion of the term of this Agreement.
6. CONDITIONS.

A. The Contractor will abide by all applicable terms and conditions imposed and required by any agreement between the County and the State of New York, especially the OTDA Local Commissioner’s Memorandum for New York State Summer

Youth Employment Program (SYEP) 2022. The Contractor shall abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the State of New York, or the County.

B. The State of New York, represented by the Governor is not a party hereto and no legal liability on its part is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes that may arise are between the parties hereto.

C. The relationship of the Contractor, and its officers, agents, directors and employees, to the County shall be that of an Independent Contractor. The Contractor covenants and agrees that its officers, agents, directors and employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County, and 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 or its agents, including, but not limited to Workers' Compensation coverage, insurance benefits, retirement membership or credit.

D. The Contractor shall comply with all federal, state and local laws and regulations relative to the performance of this Agreement, shall relieve the County, its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the County, direct or indirect, and shall indemnify and save harmless the County, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the Contractor, direct or indirect. The Contractor shall indemnify and save harmless the County, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the Contractor, its agents, or its employees.

7. **ANTIDISCRIMINATION.** No person on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under the TANF grant.

8. **WORKERS' COMPENSATION COVERAGE.** Workers' Compensation coverage for participants employed in the Contractor's program described in Exhibit A shall be provided at the same level and to the same extent as for other employees of the Contractor in compliance with New York State Workers' Compensation Law. The Contractor shall submit proof of such Workers' Compensation coverage prior to execution of this Agreement.

9. **RESERVATION.** All powers not explicitly vested in the Contractor by this Agreement remain with the County.

10. **DISPUTES.** In the event a dispute arises concerning any portion of this Agreement or the Program, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations.

11. **ADMINISTRATIVE AND MANAGEMENT CONTROLS.** The statement of Administrative and Management Controls (Exhibit C) is attached and made a part hereof.

12. **ASSURANCES AND CERTIFICATIONS.** The statement of Assurances and Certifications (Exhibit D) is attached and made a part hereof.

13. **DEBARMENT AND SUSPENSION/DRUG-FREE WORKPLACE.** The statement of Debarment and Suspension/Drug-Free Workplace (Exhibit E) is attached and made a part hereof.

14. **TERMINATION.**

A. Either the County or the Contractor may terminate this Agreement without penalty upon two weeks' written notice of its intention to terminate, including a statement of specific grounds for termination. The County is subject to compliance with the applicable rules and regulations of New York State, and the same applies to work performed under this Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to the termination date, or and refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor, if any.

B. In the event that New York State terminates its agreement with the County, or imposes restrictions in funding or a freeze of operations, the County shall be entitled to a waiver of the two-week notice requirement discussed in Section 14 (A) hereinabove, and shall immediately notify the Contractor in writing. Upon receipt of such notice, the Contractor shall immediately comply with any instructions contained therein to cease or modify the Program.

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:

For the Contractor:

BY: Anthony J. Picente, Jr.
County Executive

BY: Randall J. VanWagoner
President

DATE

DATE

Approved

BY: Ellen S. Rayhill
Assistant County Attorney

DATE

**EXHIBIT A
PROGRAM NARRATIVE**

**MOHAWK VALLEY COMMUNITY COLLEGE
2022 Summer Youth Employment Program
Proposal Summary**

Program: Works Experiences

Name of Contractor: Mohawk Valley Community College

Address: 1101 Sherman Drive

City/State/Zip Code: Utica, NY 13501

Ages to be served: 14-18

Approximate number of participants to be served: 32

Brief Summary of the program services proposed: The Project will consist of youth working on maintenance and beautification activities.

Dates: June 1, 2022-September 1, 2022

EXHIBIT B
BUDGET INFORMATION SUMMARY
PY 2022 TANF

Project Budget

Carpentry:

Supervisor, Cohort #1: Includes prep time, supervision of work activities, & 1 post-project reporting day.

20 hours / week x 3 weeks @ \$20 / hour: **\$1,200**

Supervisor, Cohort #2: Includes prep time, supervision of work activities, & 1 post-project reporting day.

20 hours / week x 3 weeks @ \$20 / hour: **\$1,200**

Program Coordinator: 20 hours x \$25 per hour: **\$500**

FICA, etc.: Required by law; institutional rate of 18% **\$522**

Supplies: Students will access most needed equipment via the MVCC Carpentry Facility. If necessary, students will be provided gear such as work gloves and safety glasses; lumber for projects will be purchased. **\$1,300**

Concluding Round Table & Review: The final day of activities concludes with a round-table review of accomplishments with a student-led discussion of questions, concerns, and perspectives on the impact of their work in the community and future volunteerism opportunities. Students will be presented with a program certificate of completion. **\$150**

TOTAL: **\$4,872**

Rome Beautification:

Supervisor, Cohort #1: Includes prep time, supervision of work activities, & 1 post-project reporting day.

20 hours / week x 3 weeks @ \$20 / hour: **\$1,200**

Supervisor, Cohort #2: Includes prep time, supervision of work activities, & 1 post-project reporting day.

20 hours / week x 3 weeks @ \$20 / hour: **\$1,200**

Program Coordinator: 20 hours x \$25 per hour: **\$500**

FICA, etc.: Required by law; institutional rate of 18% **\$522**

Supplies: When needed, students will be provided gear such as paint brushes / rollers & trays, trowels, gloves, safety glasses, etc.; snacks will also be provided. 12 x \$45 x 2 cohorts **\$1,080**

Concluding Round Table & Review: The final day of activities concludes with a round-table review of accomplishments with a student-led discussion of questions, concerns, and perspectives on the impact of their work in the community and future volunteerism opportunities. Students will be presented with a program certificate of completion. **\$150**

TOTAL: **\$4,652**

Utica Maintenance:

Supervisor, Cohort #1: Includes prep time, supervision of work activities, & 1 post-project reporting day.

20 hours / week x 3 weeks @ \$20 / hour: **\$1,200**

Supervisor, Cohort #2: Includes prep time, supervision of work activities, & 1 post-project reporting day.

20 hours / week x 3 weeks @ \$20 / hour: **\$1,200**

Program Coordinator: 20 hours x \$25 per hour: **\$500**

FICA, etc.: Required by law; institutional rate of 18% **\$522**

Supplies: Students will access most needed equipment via the MVCC Facilities Office. If necessary, students will be provided gear such as work gloves and safety glasses; snacks will also be provided. 10 x \$45 x 2 cohorts **\$900**

Concluding Round Table & Review: The final day of activities concludes with a round-table review of accomplishments with a student-led discussion of questions, concerns, and perspectives on the impact of their work in the community and future volunteerism opportunities. Students will be presented with a program certificate of completion. **\$150**

TOTAL: **\$4,472**

OVERALL WORK EXPERIENCES BUDGET:

\$13,996

ADMINISTRATIVE AND MANAGEMENT CONTROLS OF ONEIDA COUNTY**I. Recruitment and Selection of Participants**

A. Prior to enrollment, all clients must be certified eligible by the County Intake/Assessment staff. The Contractor may select desired program participants and then notify both the County and the applicant of his/her selection.

B. When an individual is enrolled in the program, both the County Case Managers and the Contractor shall provide the participant with a thorough orientation to the SYEP program. This should include, at a minimum, a description of the services available throughout the duration of employment, all rights and responsibilities of both the employee and the employer, including grievance procedures, etc. Participants will further receive Assessment, Testing, and Individual Service strategy (ISS).

II. Service Area

The County assures that its program participants reside within the County of Oneida. A resident is defined as principally dwelling within the County at the time of application and also at the time of selection for any activities.

III. Contractor's Responsibilities to Job Training Participants

The Contractor agrees to provide a meaningful work/training experience with necessary materials and supplies, a safe worksite, necessary job orientation and training, and proper supervision.

IV. Participant Payroll Procedures

Selected participants receiving wages will be entered into the County's payment system for receipt of wages and fringe benefits, or supportive services payments

V. Advance Payments

An advance payment of any kind is not allowed under this Agreement.

VI. Reporting Requirements

A. The Contractor is responsible for providing monthly reports to the County, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to the County Offices on forms provided by the County, no later than the tenth (10th) calendar day following the close of the month.

B. A Contractor's Final Report package may be provided to the Contractor by the County. The Contractor will submit the required information to the County after all financial transactions with the County have been completed and within thirty (30) days after the termination date of this Agreement.

VII. Monitoring Requirements

The County will monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

VIII. Procurement/Materials and Supplies

A. The Contractor agrees that it will comply with 2 CFR Part 200; 2 CFR 2900; and 20 CFR Part 683, as applicable, and written County procedures.

B. The Contractor is responsible for the care and custody of all materials and supplies purchased with SYEP funds during the term of this Agreement.

C. Expendable materials and supplies allowable under SYEP shall include books and other teaching aids, and equipment and materials used directly in providing training to participants.

D. The disposition of any and all unexpended materials will be determined by the County at the termination of this Agreement.

IX. Performance Assessment

A. The County, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with State Regulations for SYEP, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

B. The County will notify the Contractor, in writing, should any areas of deficiency or non-compliance be determined. The Contractor will then submit a plan of corrective action to the County, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the County to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the County.

C. The Contractor will assure the purposeful and effective use of SYEP funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the County of any programmatic problems.

D. The Contractor shall cooperate fully with the County in re-planning efforts, and will submit, upon request of the County, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

X. Non-Discrimination/Equal Opportunity

The Contractor assures, that it will comply fully with the non-discrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37

XI. Grievances

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the County.

B. All grievances and complaints which cannot be resolved via informal sessions will be referred to the County Complaint Resolution Officer.

C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20210.

XII. Non-Assignment/Subcontracting

The Contractor understands that this Agreement may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the County. Any attempts to assign this Agreement without the County's written consent are null and void.

XIII. Termination for Convenience

The County may terminate this Agreement pursuant to paragraph 14 of this Agreement.

XIV. Other Information

The County reserves the authority to examine all pertinent Contractor's records for the purpose of assuring compliance with State Regulations for SYEP. The County further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

The Contractor agrees to abide by any and all terms applicable to it, which are, or may be imposed upon and required of the County under the grant agreement between the County and the Governor of the State of New York, and any and all revisions thereof as they may be made by law, administrative regulation, order, rule or directive.

XV. Regulatory Compliance

A. The Contractor agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators 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 the performance of this contract will be delivered exclusively to Oneida-Herkimer Authority facilities.

C. It is expressly understood that Oneida County Government is supportive of Communities That Care (hereinafter referred to as "CtC") and strongly encourages the Contractor to become actively involved as a partner. As a CtC partner, the Contractor will submit copies of plans or grant applications, which will enhance collaborative efforts and better integrate our communities' services, to the CtC Community Board. The Contractor also agrees to become an active member on any and all appropriate CtC Committees, and the Contractor will support the County's efforts to develop a continuum of services that will support the development of healthy, productive children and adults.

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the SYEP and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the SYEP, and with the regulations and policies of the State of New York issued pursuant to the SYEP, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility that is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the County, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the County.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA).
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the Contractor who are covered by a State or industry Worker's Compensation statute.
13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under SYEP shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a) when any other individual is on layoff from the same or substantially the same job, or b) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under SYEP.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the County.
19. Funds under SYEP will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
20. No program funds under SYEP will be used to subsidize political activities of any kind.
21. No program funds under SYEP will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

EXHIBIT E
DEBARMENT & SUSPENSION
DRUG FREE WORKPLACE

STATEMENT REGARDING LOBBYING; DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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:

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b). 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 undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c). The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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;

A. 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 application 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;

(c). 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 A (b) of this certification; and

(d). Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) for cause or default;
and

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b). Establishing an on-going 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 employee for drug abuse violation occurring in the workplace;

(c). Making it a requirement that each employee to be engaged in the performance of SYEP be given a copy of the statement required by paragraph (a);

(d). Notifying the employee in the statement required by paragraph (a) that as a condition of employment under SYEP, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the Contractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e). Notifying the County in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police 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 SYEP.

(f). Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), 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), (f).

STATE OF NEW YORK WORKERS'
COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
COUNTY SELF-INSURANCE PLAN**

<p>1a. Legal name and address of participant in County Self-Insurance Plan</p> <p>Mohawk Valley Community College Foundation 1101 Sherman Drive Utica, New York 13501</p> <p>1b. Effective date of membership in the Plan <u>5/15/56</u>.</p>	<p>1c. Telephone number of participant 315-792-5444</p> <p>1d. NYS Unemployment Insurance Employer Registration Number of participant 04-63733 2</p> <p>1e. Federal Employer Identification Number of participant 16-1020948</p>
<p>2. Name and Address of the Entity Requesting Proof of coverage</p> <p>Oneida County Workforce Development 209 Elizabeth Street Utica, NY 13501</p>	<p>3. Name and address of County Self-Insurer</p> <p>Oneida County Workers' Compensation 800 Park Ave Utica, NY 13456</p>

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office. (See reverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Certified by: Alicia M Caternolo-Viscardi
(Print name of authorized representative of County Self-Insurer)

Certified by: Alicia M Caternolo-Viscardi 3/14/22
(Signature) (Date)

Title: Director of Workers' Compensation, Oneida County Board of Legislators

Telephone Number: 315-798-5688

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 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.

Please Note: This certificate is valid for a maximum of one year from the date this form is approved by the authorized representative of the County Self-Insurance Plan. After that date, if the participant continues to be named on a permit, license or contract issued by the above government entity, the participant must provide that government entity with a new certificate. The participant must also provide a new certificate upon notice of cancellation or change in status of such participation in the County Self-Insurance Plan.

The County Self-Insurer must file a copy of this certificate with the Workers' Compensation Board Self-Insurance Office at the address listed below.

Workers' Compensation Board
Self-Insurance Office-3rd Floor
328 State Street
Schenectady, NY 12305



Workers' Compensation Board

**Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or
Disability and Paid Family Leave Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carrier that such insurance is not required. Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>Mohawk Valley Community College 1101 Sherman Dr Utica, NY 13501-5308 PHONE: 315-792-5444 FEIN: XXXXX0948</p>	<p align="center">Business Applying For: OTHER: Sumer Youth Grant</p> <p>From: OC Workforce Dev</p>
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Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:
The applicant is a political subdivision that is legally exempt from providing statutory disability and/or paid family leave benefits coverage.

I, Thomas G. Squires, am the Vice President with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature: 	Date: 3/9/22
<p align="center">Exemption Certificate Number 2022-013849</p>		<p align="center">Received March 9, 2022 NYS Workers' Compensation Board</p>



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

May 11, 2022

FN 20 22-219

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente,

Attached are two (2) copies of an Agreement between Oneida County through its Health Department, and Building Blocks Learning Center, LLC. Through this Agreement, the County will provide related services rendered to eligible preschool age children with disabilities. The term of this Agreement will commence July 1, 2022 through June 30, 2025.

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, counties are to provide payment for related services rendered to eligible preschool age children with disabilities. The term "related services" includes, but is not limited to, services such as audiology, occupational therapy, physical therapy, speech pathology, and counselling services.

This is a New York State mandated program. New York State will reimburse the county 59.5% of the costs incurred. There are numerous providers that have been approved to provide these required services. I am requesting that in addition to the approval of this Agreement, the Board of Legislators designate and approve this Agreement as a template for multiple providers of preschool related services, all of whom will be reimbursed at the same hourly rate. The provisions of the agreements based upon this template will be identical; only the provider information and the cost under each agreement will change. The total cost for services to be rendered pursuant to these agreements over the three year term is estimated to be \$3,086,500.00.

If this meets with your approval, please forward to the Board of Legislators.

Sincerely,

Daniel W. Gilmore
Daniel W. Gilmore PhD, MPH
Director of Health



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

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

Date 6-1-22

BAP/sar

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Multiple Providers of Preschool Related Services
Please see attachment of Providers presented as
a group as all contracts are identical with the
exception of expense.

Title of Activity or Service: Preschool Related Services

Proposed Dates of Operation: July 1, 2022 - June 30, 2025

Client Population/Number to be served: Eligible preschool children in Oneida
County with disabilities

Summary Statements

- 1) **Narrative Description of Proposed Services:** Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, New York State requires that counties are to provide payment for related services rendered to eligible preschool aged children with disabilities.
- 2) **Program/Service Objectives and Outcomes:** Compliance with NYS Department of Education Law
- 3) **Program Design and Staffing:** N/A

Total Funding Requested \$3,086,500.00 **Account A2960 1953 Rev Act A3277**

Oneida County Dept. Funding Recommendation: \$3,086,500.00

Proposed Funding Sources (State \$/County \$): State pays 59.5% County pays 40.5%

Cost Per Client Served: N/A

Past Performance Data: 2019 Pre COVID \$88,427.00

O.C. Department Staff Comments: Annual funding estimated to be \$1,028,833.00



ONEIDA COUNTY PRESCHOOL RELATED SERVICE CONTRACT

THIS CONTRACT, by and between the COUNTY OF ONEIDA, through its Department of Health, 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, hereinafter referred to as the “County,” and Building Blocks Learning Center, a limited liability company organized and existing under the laws of the State of New York, having its principal office located at 19 Robinson Road Clinton, NY 13323, hereinafter referred to as the “Contractor.”

WITNESSETH:

WHEREAS, the County is in need of the provision of related services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education, through the County’s Education of Handicapped Children Program; and

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York to provide related services to preschool children with disabilities in accordance with Section 4410 of the New York State Education Law and in compliance with 8 NYCRR Part 200, to eligible preschool students with disabilities, as recommended by the Committee on Preschool Special Education and approved by the appropriate Board of Education from the child’s resident school district.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This Contract shall become effective July 1, 2022 and shall terminate on June 30, 2025, conditioned upon the continued availability of federal and/or New York State funds for the purpose set forth in this Contract. The County shall also have two (2) separate and consecutive options to extend this Contract. Each option shall be for one (1) year and shall be under the same terms and conditions contained in this Contract. Each such option shall be the sole and exclusive right of the County. Each option shall be exercised by the County in writing, and such option period shall commence upon the expiration of the immediately preceding Contract or option period.

2. RATES

Upon submission of a completed County voucher and required supporting documentation as discussed below for services rendered, the County shall pay the Contractor the rates set forth in the Oneida County Related Service Rates Schedule, attached hereto and incorporated hereto as “Appendix A.” Any rate changes during the life of this contract will be submitted as amendments to this Contract.

3. TERMINATION

- a. By Contractor: Should the Contractor request termination of this Contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required.
- b. By County: This Contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Contract, the County may terminate this Contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such event, the County 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 County be responsible for any actual or consequential damages as a result of termination.

4. SCOPE OF SERVICES

Services performed pursuant to this Contract shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance with the regulations of the Commissioner of Education of the State of New York set forth in 8 NYCRR 200.

- a. The Contractor shall provide appropriate Related Services for children with disabilities delivered on an itinerant basis subject to New York State Education Department (hereinafter "NYSED") and the appropriate Board of Education (hereinafter "BOE") approval. The parties hereto agree that "Related Services" as used herein shall have the same meaning as that term is defined in Section 4410 of the New York State Education Law and 8 NYCRR 200.1(qq).
- b. The Contractor shall provide Related Services for children with disabilities during the school year. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- c. The Contractor cannot begin providing Related Services to a child with disabilities until the BOE has approved the Notification of Determination of Placement or STAC 1 (System to Track and Account for Children), if the BOE uses the STAC 1, outlining the appropriate Related Services to be provided by the Contractor. The start date will be indicated on the STAC 1 and a copy shall be provided to the Contractor.
- d. All financial arrangements for services under this Contract shall be between the County and Contractor as outlined in the section entitled "Conditions of Payment" below. The County will maintain an approved Oneida County Related Services Provider List and ensure that the Contractor is a referral from this list approved by the New York State Department of Education for the County of Oneida.

5. CONDITIONS OF PAYMENT:

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. The County will set rates for all related services delivered on an itinerant basis subject to NYSED approval.
- b. The County will provide payment of services rendered, as authorized on the child's Individualized Education Program (hereinafter "IEP") and the STAC 1 upon the Contractor's submission of a correctly completed voucher on a monthly basis. All submissions must include the required documentation as set forth in this Contract and any other documentation requested by the County. The Contractor shall maintain a copy of the child's IEP throughout the term of this Contract.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days after the end of each month for the September to June session.
- d. No payment shall be required to be made by the County prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement.
- e. No parent or any person shall be required or requested to make payment for services in addition to the payments made by the County pursuant to this contract.
- f. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed contract so the County can claim Medicaid reimbursement for the Related Services.

6. MEDICAID COMPLIANCE:

The Contractor shall provide with the voucher the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the New York State Education Law:

- a. Dates the child received a Related Service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling, and transportation, as applicable).
- b. Original documentation that each Related Service session was verified as delivered by the signature of the service provider.
- c. The Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services.
- d. All reporting requirements necessary for Medicaid compliance per Section 4410 of the New York State Education Law. The Contractor shall be responsible for reviewing Medicaid in Education notifications and changes, which can be found at <http://www.oms.nysed.gov/medicaid/>.
- e. Documentation evidencing the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 New York State Education Law.
- f. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving Related Services pursuant to Section 4410 of the New York State Education Law, the Client Identification Number (hereinafter "CIN"), period of eligibility and any other relevant third party health insurance information for

the purpose of establishing Medicaid as the “payer of last resort.” Nothing herein shall preclude the child’s enrollment and initiation of services in accordance with the Board’s Notice of Determination. A copy is to remain in the Contractor’s file.

7. COMPLIANCE WITH THE LAW

The Contractor agrees that while performing under the terms of this Contract that the Contractor shall comply with all federal, New York State statutes and regulations, and all local rules and regulations.

8. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Services Law, the Contractor is required to screen and be cleared through the State Central Register of Child Abuse and Maltreatment (hereinafter “SCR”).
- b. The Contractor is responsible for screening and obtaining clearance through the SCR for the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and Related Services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education children.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-a of the New York State Social Services Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a of the New York State Social Services Law must be submitted to the County with the instant Contract and on an ongoing basis as required for special education services and programs for preschool children with disabilities.

9. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child’s representative. The Contractor further 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 Contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Contract in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Contract.

10. REPORTING REQUIREMENTS

- a. Contractor employed therapists shall be presently qualified to provide Related Services in New York State and shall submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the term of this Contract.
- b. Contractor agrees to attend Committee for Preschool Special Education (hereinafter “CPSE”) annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. The Contractor shall submit a copy of any reports necessary for review at these meetings to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.
- c. Speech pathologists shall be required to obtain a written prescription (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician’s assistant or nurse practitioner which denotes the appropriate and current ICD code. The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. According to 18 NYCRR 505.11, a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner’s orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless

- an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.
- d. **Physical Therapists** must obtain a signed prescription (order/recommendation) from a physician, physician assistant or nurse practitioner which denotes an ICD code.
 - e. **Occupational therapists** must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an ICD code.
 - f. No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. The prescription must also be forwarded to the County with the initial bill as well as the Medicaid consent form signed by the parent or representative of the child.
 - g. The Contractor must obtain a current copy of the IEP from the CPSE Chairperson prior to start of service which will follow the BOE approval date. This is applicable to any later program changes on the IEP as well. The Contractor shall deliver services as specified on the IEP in the areas of remediation, frequency and duration of Related Services.
 - h. The Contractor shall submit an original attendance and progress note for each session the child received Related Services on a monthly basis at the minimum, or with the invoice, whichever is presented first. All progress notes submitted must also have the signature and National Provider Identification (NPI) number of this licensed individual and title as well as the direct service provider and title.
 - i. The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, or if the therapist recommends a change in service or discharge.
 - j. The Contractor shall forward all documentation and justification for 12-month programming to the County and the CPSE prior to any scheduled program review or annual review, whenever such is recommended.
 - k. The Contractor shall meet with the child's parent/guardian at such times as appropriate during the year to discuss goals and progress. Whenever services are to be delivered in conjunction with a general education preschool program, the Contractor shall work with the program by communicating with staff, parents, school district and other therapists. An attempt will also be made to provide parent/guardian with follow up materials to be used at home to reinforce delivery of related services.
 - l. The Contractor shall inform the parent/guardian of his/her responsibility to ensure that the child's attendance enables him/her to benefit from the related services provided. The parent/guardian should be made aware of the need to alert the Contractor in a timely manner when the child will be absent or not available for Related Services if provided in the home.
 - m. If two or more Related Services are required for a child, the CPSE Chairperson shall select one of the therapists to act as a Coordinator of Service. If the CPSE determines that a Special Education Itinerant Teacher (hereinafter "SEIT") is to be provided in conjunction with one or more Related Services, the SEIT shall be responsible for the coordination of such services pursuant to Regulations of the Commissioner of Education. Compensation for such services is to be part of the NYSED established rates for the SEIT model.
 - n. The Contractor's progress notes addressing goals and objectives on the IEP must be completed quarterly. The progress notes must be provided to the parent, the CPSE Chairperson and the County.
 - o. Upon expiration of the term of this Contract, all files and records shall be retained by the Contractor for six (6) years from the last date of payment under this Contract.

11. RESPONSIBILITIES OF THE COORDINATOR OF SERVICE

- a. When two or more Related Services are mandated (not in conjunction with SEIT), the CPSE Chairperson will designate the coordinator of services from the list of approved Related Service providers maintained by the County. The coordinator must be one of the individuals/agencies providing Related Services to the child, as specified by the CPSE. It is suggested that, to the extent possible, service providers be selected from the same agency. It is the responsibility of the coordinator to stay thoroughly informed on all facets of the services provided to the child. In addition to duties as outlined in the section entitled "Reporting Requirements" above, the designated coordinator will perform appropriate coordination activities including but not limited to:
 - i. Arranging the schedule for service delivery, offering recommendations and consulting with the CPSE chairperson to resolve scheduling issues when appropriate.
 - ii. Sharing appropriate information with other Related Service providers for the appropriate integration of such services.
 - iii. Gathering appropriate progress reports and anecdotal information relating to the student's progress from all Related Service providers to ensure that the Coordinator has a general knowledge of the child's progress, as well as any significant considerations, in the Related Service area.
 - iv. Attend Annual Review meeting and other meetings, if requested by the CPSE chairperson. The coordinator is responsible to have all information on the child's progress and needs and is expected to represent the other therapists involved in the child's care at the CPSE meetings.
 - v. Conducting activities such as telephone conferences or other communication practices. Coordination activities must be documented and reported in half-hour service blocks on the Coordination Service Form.

- vi. Coordination services can be provided only by a licensed speech pathologist, physical therapist and occupational therapist.
- b. Billing for Coordination services shall not exceed 10 sessions or service blocks during a September/June session and 2 sessions or service blocks during a July/August session per child. One (1) session or service block consists of a half-hour and will be paid at the rate indicated under the Oneida County Related Service Rates Schedule. Each date of contact and length of time claimed for coordination during the month must be listed and identified. Periods of less than a half-hour block may be combined into half-hour service blocks of coordination services for billing purposes.

12. MAKE UP POLICY

- a. Reporting Absences. Habitual absences by the student should be reported to the school district (CPSE) and the Special Education Itinerant Teacher (SEIT) if the child receives SEIT services; if the child receives two or more Related Services, habitual absences shall be reported to the assigned Related Service coordinator appointed by the CPSE Chairperson.
- b. Student Absence or Cancellation. There shall be no makeup for therapy sessions provided under 4410 services which are missed due to a child's absence or cancellation (with or without notice). If a child's illness will necessitate canceling of service for several consecutive sessions, please request the parent/guardian call you to commence Related Services.
- c. Therapist Absence or Cancellation. Related Services which are missed due to the absence or cancellation of the therapist may be made up if the parent consents and the therapist's schedule permits. The makeup sessions must take place within the same week the Related Service was missed.
- d. Prolonged Absence of Therapist. When the therapist is absent for a prolonged period of time, the school district should be notified. The school district is responsible for arranging the replacement for the absent therapist. The school district is responsible for notifying the County of any change of a Related Service provider prior to the change so the County may give the new provider permission to begin services.
- e. Holidays and Other School Closings. The Contractor will follow the calendar of the local school district in which the child resides. Therefore, holiday and other school closings of that particular school district will apply. When Related Services are provided in a mainstream preschool setting, the preschool calendar will be followed except where written prior arrangements have been mandated by the school district and approved by the County.
- f. Limitations on Scheduling Therapy Makeup Sessions. Make up sessions must be clearly documented on the appropriate session notes with reasons for the makeup session.

13. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate during the term of the agreement. The Contractor shall also maintain general liability insurance and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. The Contractor agrees to have the County named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing proof of insurance as stated heretofore. The Contractor further agrees to provide that such coverage shall not be terminated without prior notice to the County of at least thirty (30) days. The Contractor grants Oneida County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverage required hereunder.

14. INDEMNIFICATION

The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor or its agents, contractors, subcontractors, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Contract.

15. EXCLUSIVITY

- a. The County retains the right to reassign children receiving Related Services under the terms of this Contract to other Contractors or its own employees.
- b. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not classified preschool aged children with a disability receiving Related Services in Oneida County.

16. INDEPENDENT CONTRACTOR STATUS

- a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with its status as an 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 Department by reason thereof and that it 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.
- b. 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. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Contract, and may continue to make its services available to the public.
- c. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Contractor acknowledges and agrees that neither Contractor, nor its employees and agents, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its employees and agents under this Contract, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the employees and agents, including payroll deductions, worker's 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, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Contract.
- f. The Contractor will 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.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County 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 agrees to comply with federal and state laws as supplemented in the United States Department of Labor regulation and any other regulations of the federal and state entities relating to such employment and civil rights requirements.

17. SUBCONTRACT

The Contractor may not assign the Contractor's rights and obligations under this Contract, or subcontract with or employ another to provide the services described above of this Contract, without the prior written consent of the County.

18. EXPENSES

Contractor 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.

19. TRAINING

Contractor shall not be required to attend or undergo any training by the County, other than those trainings mandated by federal and/or state law or regulations necessary to perform the services described herein. Except for those trainings mandated by federal and/or state law or regulations necessary to perform the services described herein, Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

20. ADVICE OF COUNSEL

Each party acknowledges that, in executing this Contract, 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 Contract.

21. ENTIRE AGREEMENT

The terms of this contract, the Oneida County Related Service Rates Schedule (Appendix A), the attached Standard Oneida County Conditions Addendum (Appendix B), are deemed incorporated herein in their entirety and 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 contract. No wavier, alterations or modifications of and provisions of this contract shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

ONEIDA COUNTY

CONTRACTOR

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

BY: _____
Michelle P. O'Brien
Building Blocks Leaning Center, LLC

DATE: _____

DATE: _____

Approved

BY: _____
Ellen S. Rayhill
Assistant Oneida County Attorney

Listing of Current Related Service providers

1. 3 Circles Therapy OT, PT, Speech PLLC
2. ARC of Oneida-Lewis Chapter
3. Heather Bates, SLP
4. Jacalyn Bates, SLP
5. Building Blocks Comprehensive Services Inc.
6. Ann Margaret Bouska, SLP
7. Central Association of the Blind and Visually Impaired
8. Camden Central School District
9. Network of Children's Therapy LLC
10. Lisa Gilmore, OTR
11. Hear2Learn PLLC
12. Liberty Resources POST
13. Special Programs dba Little Lukes
14. Madison Central School District
15. Maureen McKeown, SLP
16. Rome City School District
17. Speech Language Therapy of Central NY LLC
18. Renee Snyder, PT
19. Sprout Therapy Group
20. Town of Webb Union Free School
21. Upstate Cerebral Palsy Center
22. Vernon Verona Sherrill School District
23. Westmoreland Central School District
24. Colleen Wuest, SLP

Should additional eligible Related Service providers become certified during the term of this template contract, they would be added to the list and offered the same template contract at the applicable Oneida County Rate for Services at the time of the contract.

ADDENDUM A - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

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 statute 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

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2021

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 W.N. Tuscano Agency Inc. PO Box 1027, 950 Highland Ave. GREENSBURG PA 15601	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Bryan Hulser</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 315-768-8888</td> <td>FAX (A/C, No): 315-768-8600</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: bryanh@gkgrisk.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Underwriter's at Lloyds</td> <td>NAIC # 1123000</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Bryan Hulser		PHONE (A/C, No, Ext): 315-768-8888	FAX (A/C, No): 315-768-8600	E-MAIL ADDRESS: bryanh@gkgrisk.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Underwriter's at Lloyds	NAIC # 1123000	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **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	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y / N				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Sexual Abuse & Misconduct					MEO449337121	06/01/2021	06/01/2022	1,000,000 Per Claim 1,000,000 3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Oneida County Health Department 185 Genesee Street 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)
8/17/2021

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).

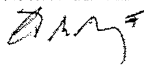
PRODUCER Gilroy Kernan & Gilroy 210 Clinton Rd New Hartford NY 13413	CONTACT NAME: PHONE (A/C. No. Ext): 315-768-8888 FAX (A/C. No): 315-768-8600 E-MAIL ADDRESS: Service@gkgrisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Building Blocks Learning Center LLC 19 Robinson Rd Clinton NY 13323	BUILD-1	INSURER A : Utica Specialty Risk Ins. Co. 43451
		INSURER B : Republic Franklin Ins Co 12475
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1564117672** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5348767	6/18/2021	6/18/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5348767	6/18/2021	6/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	5348771	6/18/2021	6/18/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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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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

May 23, 2022

FN 20 27 220

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the enclosed Purchase of Services Agreement with United Way of the Mohawk Valley, Inc. for review and approval by the Board of Legislators.

This Agreement is for the funding to prevent, prepare for, and respond to the coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impact of the coronavirus.

This Agreement is a renewal of County Contract 164427, which was approved on an emergency basis during the pandemic. The contract term of the renewal is from October 1, 2021 through September 30, 2022. This program is funded completely by a grant – there is no cost to the county. The agreement will not exceed \$685,327.51.

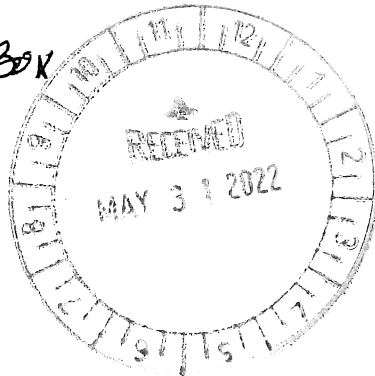
Please forward this Agreement to the Board of Legislators. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/mk
Attachment



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

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

Date 5-27-22

#82001 Renewal

Oneida Co. Department Family and Community Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: United Way of the Mohawk Valley, Inc.
258 Genesee Street
Utica, New York 13502

Title of Activity or Services: Emergency Solutions Grant COVID (ESG CV)

Proposed Dates of Operations: October 1, 2021 through September 30, 2022

Client Population/Number to be Served: Individuals and families who are homeless or at risk of homelessness.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

This agreement will fund the Contractor to prevent, prepare for, and respond to the coronavirus among individuals and families who are homeless or receiving homeless assistance and will support additional homeless assistance and homelessness prevention activities to mitigate the impact of the coronavirus.

2). Program/Service Objectives and Outcomes

These funds will provide rapid re-housing and homeless prevention assistance to stabilize housing for people who are homeless within Oneida County, with emphasis outside of the City of Utica, as well as provide COVID mitigation products to emergency homeless shelters within the City of Utica, with clientele from throughout Oneida County.

3). Program Design and Staffing Level –

Total Amount: \$685,327.51

Oneida County Dept. Funding Recommendation: Account# A6070.49551

Proposed Funding Source (Federal \$ / State \$ / County \$):- Funded through an Emergency Solutions Grant COVID through the Federal Housing and Urban Development Agency (HUD) CARES Act; Oversight through New York State Office of Temporary and Disability Assistance (OTDA).

Cost Per Client Served:

Past Performance Served:

O. C. Department Staff Comments: This was initially a one-year grant that has been increased to a two-year grant.

RENEWAL AGREEMENT

This Renewal is made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, by and through its Department of Family and Community Services, having principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York (hereinafter collectively referred to as the “County”), and United Way of the Mohawk Valley, Inc., a domestic not-for-profit organization and existing under the laws of the State of New York with its offices at 258 Genesee Street, Utica, New York (hereinafter referred to as the “Contractor”). The County and the Contractor are collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby Contractor used grant funding to be used to prevent, prepare for, and respond to the coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impact of the coronavirus, hereinafter referred to as the “Original Agreement” (County Contract No. 164427), a copy of which is attached hereto as Exhibit A;

WHEREAS, the term of the Original Agreement was October 1, 2020 through September 30, 2021; and

WHEREAS, the Original Agreement allows the County to negotiate additional terms and/or modify the conditions of the Original Agreement in the event the County were awarded further Grant funds; and

WHEREAS, the County received additional funding in an Emergency Solutions Grant (“Grant”) awarded by the New York State Office of Temporary and Disability Assistance (“OTDA”); and

WHEREAS, the Parties desire to negotiate additional terms to the Original Agreement;

WHEREAS, the County agrees to make a sub-grant of \$685,327.51 to the Contractor to perform the functions described in the Original Agreement;

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

1. Section II of the Original Agreement is modified to provide that the Renewal to the Original Agreement shall commence on October 1, 2021 and continue through September 30, 2022.
2. Section IV., C. of the Original Agreement is modified to provide that the total payment from the County to the Contractor for the provision of services pursuant to the Program as set forth in Section I. of the Original Agreement shall not exceed \$685,327.51.

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

IN WITNESS WHEREOF, the Parties have executed this Renewal to the Original Agreement on the date stated below.

Date: _____

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

Date: 5/24/22

Department of Family and Community Services: _____
Colleen Fahy-Box
Colleen Fahy-Box, Commissioner

Date: 05/20/2022

United Way of the Mohawk Valley, Inc.: _____
Erin Gutierrez Matt
Erin Gutierrez Matt, Executive Director

Approved: _____
Kimberly A. Kolch, Assistant County Attorney

**EXHIBIT A
BUDGET
UNITED WAY ESG-CV**

SHELTERS (Rescue Mission, Emmaus, Johnson Park)	
COVID Cleaning Products	2243.30
COVID Care Products	2303.84
SHELTERS ROLLOVER	
Metal beds	294.00
Clorox 360	42.10
Trauma-Informed Care Training	61.68
PREVENTION	
Prevention Subsidies	64,185.00
2-1-1 staff	5,000.00
Fringe	1,500.00
PREVENTION ROLLOVER	
.5 Case Manager	6153.80
Fringe	2,018.04
RAPID RE-HOUSING	
Rapid Re-Housing subsidies	354,675.30
.5 Program Manager	37,558.51
Fringe	11,944.60
.28 FTE Supervisor	16,532.00
2 FTE case managers	80,000.00
Fringe	24,000.00
Equipment: 2 hot spots, 1 laptop, 1 cell phone	2,620.00
Supplies: 2 locked cabinets	200.00
RAPID RE-HOUSING ROLLOVER	
.5 Case Manager	6,923.01
Fringe	2,076.88
Advertising	338.45
Admin	64,657.00

Total \$685,327.51

Calculated Via Transition to OTDA ESG-CV 2-Year Compilation:

Item	10/1/20- 9/30/21	10/1/21- 9/30/22	Combined Approved OTDA Budget	Expenditures 20-21	Balance for 10/1/21 – 9/30/22 Contract
SHELTERS					
COVID Cleaning Products	0	2,243.30	2,243.30	0	2,243.30
COVID Care Products	0	2,303.84	2,303.84	0	2,303.84
Metal beds	11,715.00	0	11,715	11,421.00	294.00
Clorox 360	16,480.00	0	16,480.00	16,437.90	42.10
Trauma-Informed Care Training	3,500.00	0	3,500.00	3,438.32	61.68
Admin	21,553.00	0	21,553.00	21,553.00	0
PREVENTION					
Prevention Subsidies	75,000.00	0	75,000.00	10,815.00	64,185.00
.5 Case Mgr	20,000.00	0	20,000.00	13,846.20	6,153.80
Fringe	6,000.00	0	6,000.00	3,981.96	2,018.04
2-1-1 staff	5,000.00	5,000.00	10,000.00	5,000.00	5,000.00
Fringe	1,500.00	1,500.00	3,000.00	1,500.00	1,500.00
Admin	21,552.00	0	21,552.00	21,552.00	0
RAPID RE-HOUSING					
Rapid Re-Housing Subsidies	190,000.00	242,549.00	432,549.00	77,873.70	354,675.30
.5 Program Mgr	31,000.00	31,000.00	62,000.00	24,441.49	37,558.51
Fringe	9,300.00	9,300.00	18,600.00	6,655.40	11,944.60
.5 Case Mgr.	20,000.00	0	20,000.00	13,076.99	6,923.01
Fringe	6,000.00	0	6,000.00	3,923.12	2,076.88
Advertising/Marketing	1,000.00	0	1,000.00	661.55	338.45
.28 FTE Supervisor	16,529.00	16,529.00	33,058.00	16,526.00	16,532.00
2 FTE case managers	0	80,000.00	80,000.00	0	80,000.00
Fringe	0	24,000.00	24,000.00	0	24,000.00
Equipment: 2 hot spots, 1 laptop, 1 cell phone	0	2,620.00	2,620.00	0	2,620.00
Supplies: 2 locked cabinets	0	200.00	200.00	0	200.00
Admin	21,552.00	64,657.00	86,209.00	21,552.00	64,657.00
TOTALS	477681.00	481902.14	959583.14	(274255.63)	685327.51

AGREEMENT

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, by and through its Department of Family and Community Services, having principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York (hereinafter collectively referred to as the "County"), and United Way of the Mohawk Valley, Inc., a domestic not-for-profit organization existing under the laws of the State of New York with its offices at 258 Genesee Street, Utica, New York (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County applied for and has received an Emergency Solutions Grant ("Grant") awarded by the New York State Office of Temporary and Disability Assistance ("OTDA"), said Grant funding to be used to prevent, prepare for, and respond to the coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impact of the coronavirus; and

WHEREAS, the Contractor is uniquely situated to achieve the purpose of the Grant funds as it is well-versed in the specific needs of people who are homeless in the County; and

WHEREAS, the County agrees to make a sub-grant to the Contractor in the amount of \$479,173.00 to perform the functions described herein;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. SCOPE OF SERVICES

A. The Contractor shall devise and implement a program for individuals and families who are homeless or at-risk of homelessness to determine eligibility for and receive supported services (the "Program"). The Program shall:

1. Assess each individual or family for eligibility and document the identified nature of homelessness or the at-risk factors;
2. Ensure that all shelter and housing standards are met pursuant to 24 C.F.R. §576.403 for all participants receiving rental assistance;
3. Report client-level data in the local Continuum of Care Homeless Management Information System ("HMIS");
4. Ensure quarterly and performance reports are submitted to the HMIS Administrator, OTDA and the County's Homeless Coordinator as necessary to comply with Grant terms and federal and state

regulations. The Contractor shall work in collaboration with the Oneida County Planning Department to ensure all Grant reporting requirements are met.

5. Ensure confidentiality of records concerning Program participants;

6. Comply with all applicable provisions of the American with Disabilities Act of 1990, the Americans with Disabilities Act Amendments Act of 2008, and any federal, state, and local law, rule or regulation which governs the services described herein, including Fair Housing and Civil Rights Laws.

B. The Contractor shall allocate Grant funds in compliance with the Program Budget, a copy of which is provided as Exhibit "A" and is incorporated by this reference as if fully recited herein. The Contractor understands that the Program Budget was submitted with the County's Grant application and the Contractor has indicated its acceptance of the Program Budget terms as well as its willingness to abide by same, including staffing and purchase and distribution of equipment requirements. If the Contractor after evaluation of community needs determines a redistribution of Grant funds is warranted, the Contractor shall meet with the Oneida County Department of Social Services Deputy Commissioner of Finance or her designee for prior review and approval of any requested change.

II. AGREEMENT TERM

A. This Agreement shall commence October 1, 2020 and continue through September 30, 2021, unless otherwise terminated as provided herein.

B. The parties may negotiate additional terms and/or modify the conditions of this Agreement in the event the County is awarded further Grant funds.

III. EXPENDITURES

All expenditures of Grant funds must be spent by September 20, 2021 and must be consistent with the Program Budget.

IV. PAYMENT

A. Payment shall be issued in monthly installments upon submission of a County voucher and data necessary to determine satisfactory performance of this Agreement.

B. Each voucher shall detail charges consistent with the Program Budget and be documented by sufficient, competent and evidential matter including equipment purchases, dates of service, activities, and hours worked for the time period captured in the voucher.

C. Total payment from the County to the Contractor for the term of this Agreement shall not exceed \$479,173.00.

V. PERFORMANCE OF SERVICES

A. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services described herein. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method 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 its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County 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 County and in compliance with 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 Assistances 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.

VI. INDEPENDENT CONTRACTOR STATUS

A. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants 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 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 its Assistants shall not hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not be reason thereof, make any claim, demand or application to or for any right or privilege application to an officer or employee of the County.

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 services to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to continue to make its services available to the public.

C. The Contractor's Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County 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 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 Contractor shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

F. The Contractor 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.

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

VII. TERMINATION OF FUNDING BY THE COUNTY

A. The County, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if:

1. The County is notified that local, state or federal funds are unavailable for these services;
2. The County is not satisfied with the quality of the Contractor's work or the progress toward achieving the objectives of the Grant;
3. The County determines that the Contractor is incapable of completing the services;
4. The Contractor fails to meet the conditions set forth in this Agreement; or
5. The Contractor dissolves, goes out of business, or otherwise ceases to operate.

B. If the funding is terminated prior to the end of the Agreement term, the Contractor shall:

1. Provide the County with a full accounting of the receipt and the disbursement of the Grant funds for services rendered through the effective date of termination; and

2. Repay, within 30 days of the effective date of termination, all Grant funds which were not expended on or prior to the effective date of termination.

VIII. INDEMNIFICATION

The County is a funding source only and does not participate in or direct the Program or any of the activities or services of the Contractor. Accordingly, the Contractor understands and agrees that the County, its directors, officers, employees, and agents shall not be liable for any of the Contractor's contracts, torts, or other acts or omissions, or those by the Contractor's directors, officers, members, employees, or Program participants. The Contractor understands and agrees that the County's insurance policies do not extend to or protect the Contractor, nor the Contractor's directors, officers, members, staff, or Program participants. The Contractor understands and agrees that the County will not provide any legal defense for the Contractor or any such person(s) in the event of any claim against any or all of them. The Contractor shall indemnify and hold the County, its directors, officers, employees, and agents harmless from all liability, including, but not limited to, the costs of defense from the contracts, torts, or other acts or omissions of the Contractor, its employees, directors, officers, employees or other of the Contractor's partners in any way connected with any activity of the Contractor, including, but not limited to, the services described herein. The liability of the Contractor under this Agreement is absolute and is not dependent upon any question of negligence on its part.

IX. NON-DISCRIMINATION

The Contractor agrees that in providing the services under this Agreement, the Contractor's Assistants shall not discriminate on the basis of race, color, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies or procedures concerning access to the Program or other services described herein.

X. INSURANCE

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) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$1,000,000 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. Abuse and Molestation coverage must be included.
- c. 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.

2. Workers' Compensation and Employer's Liability at New York statutory limits.

3. Business Automobile Liability (BAL) coverage with limits of at least \$1,000,000 each accident.

- a. BAL coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- b. The County shall be included as an additional insured on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- 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 insureds.

B. Waiver of Subrogation: The Contractor 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 CGL, BAL, and Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

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 the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

XI. CHOICE OF VENUE

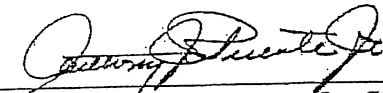
If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District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

XII 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 cancel or 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.

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

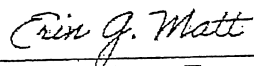
Date: 2-9-21

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

Date: Feb. 9, 2021

Department of Family and Community Services: 
Colleen Fahy-Box, Commissioner

Date: Feb 9 2021

United Way of the Mohawk Valley, Inc.: 
Erin Gutierrez Matt, Executive Director

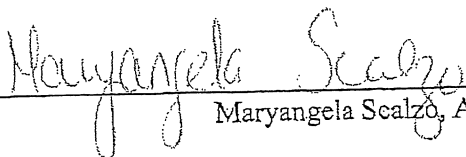
Approved: 
Maryangela Scalzo, Assistant County Attorney

EXHIBIT A.
Program Budget

PREVENTION	AMOUNT
PREVENTION	\$75,000.00
PREVENTION OPERATING	\$7,500.00
.25 FTE HOME FINDER/CASE MGR AT COC	\$6,500.00
FRINGE	\$2,000.00
2-1-1 CONTACT CENTER	\$3,000.00
2-1-1 TEXTING PLATFORM	\$3,000.00
2-1-1 STAFF	\$3,328.00
FRINGE	\$998.00
2-1-1 WEBSITE	\$1,500.00
CHARITY TRACKER	\$5,000.00

RAPID RE-HOUSING	AMOUNT
RAPID RE-HOUSING	\$190,000.00
RAPID RE-HOUSING OPERATING	\$19,000.00
.75 FTE HOME FINDER/CASE MGR AT COC	\$19,500.00
FRINGE	\$6,000.00
1.0 FTE HOME FINDER/CASE MGR AT ROME	\$26,000.00
FRINGE	\$8,000.00
CASE MGR/HOME FINDER WORK STATION	\$5,000.00

EQUIPMENT	AMOUNT
METAL BEDS (RESCUE MISSION)	\$11,715.00
<ul style="list-style-type: none"> • 14 BUNK BEDS (28 CLIENTS) • 19 SINGLE 	
CLOROX 360 MACHINES (4+ LIQUID)	\$16,480.00
<ul style="list-style-type: none"> • 1- EMMAUS HOUSE • 1- JOHNSON PARK • 2- RESCUE MISSION 	
TRAUMA INFORMED CARE TRAINING (EMMAUS)	\$3,500.00
BED BUG HOT BOX (EMMAUS)	\$1,495.00

ADMINISTRATION	\$64,657.00
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Erin J. Matt



ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH
 120 Airline Street, Suite 200
 Oriskany, NY 13424
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
 County Executive

ASHLEE L. THOMPSON
 Commissioner

May 25, 2022

FN 20 22-221

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

HEALTH & HUMAN SERVICES
 WAYS & MEANS

Dear Mr. Picente:

I am forwarding the 2022 Purchase of Services Agreement between the Oneida County Department of Mental Health and **The Neighborhood Center, Inc.** for your review. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

The Agreement begins on **May 1, 2022 and ends on April 30, 2023.** The total funding amount for this period will be a maximum of **\$86,211.00.** This amount reflects 100% funding received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program.

The Neighborhood Center, Inc. will utilize funding to sustain a pilot program that it launched in 2021, which entails embedding a full-time, licensed, Law Enforcement Partnership Crisis Program Coordinator within the Mobile Crisis Assessment Team, and stationed at the Utica Police Department (UPD). In conjunction with UPD, the Coordinator responds to community mental health police requests, community "crisis response" requests, and provides intensive assessment, linkage and follow-up of individuals identified to be in acute psychiatric distress in various locations throughout the community. This program has currently been in operation for a one-year period, fully funded by grants from the Community Foundation of Herkimer and Oneida Counties and M&T Bank/Partners Trust Bank Charitable Fund. Funding is set to conclude at the end of April 2022. According to both quantitative and qualitative data provided by the Neighborhood Center, Inc., this program has had a positive impact in its first year of operation.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

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

ALT/jh
 Encs:



Reviewed and Approved for submittal to the
 Oneida County Board of Legislator by
Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive
 Date 5-26-22

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Neighborhood Center, Inc.
624 Elizabeth Street
Utica, NY 13501

Title of Activity or Service: Law Enforcement Partnership Crisis Program Coordinator
(Mobile Crisis Assessment Team position to be stationed at
the Utica Police Department)

Proposed Dates of Operation: May 1, 2022 through April 30, 2023

Client Population/Number to be Served: Oneida County residents experiencing acute
psychiatric distress.

Summary Statements

1) Narrative Description of Proposed Services

- a. The Provider Agency shall onboard or assign ONE full-time, licensed, Law Enforcement Partnership Crisis Program Coordinator within the Mobile Crisis Assessment Team to be stationed at the Utica Police Department (UPD). Responsibilities of position include but are not limited to:
1. In conjunction with UPD, responds to community mental health police requests, community crisis response requests and provides intensive assessment, linkage and follow up of individuals identified to be in acute psychiatric distress in various locations throughout the community;
 2. Follows up with mental health crisis call request clients and refers clients to appropriate agencies for needed services and for assessing and intervening with individuals in crisis.

2) Program/Service Objectives and Outcomes:

The primary objective of this program is to reduce unnecessary engagement with local hospital emergency departments and law enforcement, and to provide linkage and support in obtaining mental health, substance use and social services.

3) Program Design and Staffing

This program has currently been in operation for a one-year period, fully funded by grants from the Community Foundation of Herkimer and Oneida Counties and M&T Bank/Partners Trust Bank Charitable Fund. Funding is set to conclude at the end of April. According to both quantitative and qualitative data provided by the Neighborhood Center, Inc., this program has had a positive impact in its first year of operation.

Total Funding Requested: \$82,211.00

Account # A4310.495147

Oneida County Dept. Funding Recommendation: \$82,211.00

Law Enforcement Partnership Crisis Program Coordinator (1.0 FTE) Budget	
Total Salary	\$63,860.00
Fringe Rate %	35.00%
Fringe Benefits	\$22,351.00
Subtotal Salary & Fringe Benefits	\$86,211.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% NYS DSRIP Funding

Cost Per Client Served: (N/A)

Past Performance Data: See attached "Crisis Response Team: 2022 1st Quarter Review"

O.C. Department Staff Comments: (N/A)

Mandated Service: (N/A)

AGREEMENT

THIS AGREEMENT between Oneida County, 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, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **The Neighborhood Center, 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 624 Elizabeth Street, Utica, New York 13501, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County, through its Department of Mental Health, seeks to utilize funds received from the Central New York Care Collaborative (CNYCC) via participation in the New York State Delivery System Reform Incentive Payment (DSRIP) Program, to expand behavioral health services for the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that they have the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from May 1, 2022 through April 30, 2023 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Onboard or assign a full-time Law Enforcement Partnership Crisis Program Coordinator within the Mobile Crisis Assessment Team to be stationed at the Utica Police Department (UPD).
 - i. Responsibilities of position include but are not limited to:
 1. In conjunction with UPD, responds to community mental health police requests, community crisis response requests and provides intensive assessment, linkage and follow up of individuals identified to be in acute psychiatric distress in various locations throughout the community;
 2. Follows up with mental health crisis call request clients and refers clients to appropriate agencies for needed services and for assessing and intervening with individuals in crisis.
 - ii. Required qualifications of position:
 1. A New York State Licensed Master Social Worker (LMSW) with three (3) years of experience in the provision of mental health services;
 2. Preference for a New York State Licensed Clinical Social Worker (LCSW) with one (1) year of experience in the provision of mental health services OR A New York State Licensed Marriage and Family Therapist (LMFT) with one (1) year of experience in the provision of mental health

services OR A New York State Licensed Mental Health Counselor (LMHC) with one (1) year of experience in the provision of mental health services OR A New York State Licensed Registered Nurse (RN) with one (1) year of experience in the provision of mental health services OR A New York State Licensed Psychologist (Ph.D.) with one (1) year of experience in the provision of mental health services.

3. For the services provided, the County shall reimburse the Provider Agency a maximum of Eighty Six Thousand Two Hundred Eleven Dollars and No Cents (\$86,211.00) during the term of this Agreement. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers 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. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
4. The County shall make payments to the Provider Agency either monthly or quarterly based on the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
5. The Provider Agency shall participate in the development and implementation of the Local Governmental Plan. 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 Provider Agency; 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.
6. Independent Contractor Status.
 - a. It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its 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 insurance benefits. The Provider Agency and its employees, in accordance with their status as Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County 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.
 - b. The Provider Agency 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 and/or the general public as a regular course of business. The Provider Agency and the County agree that the Provider Agency 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 Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

- d. Neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
- e. The 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 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 provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider Agency 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.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's or its employees' 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 such discussions or negotiations are initiated.
- h. The Provider Agency agrees to 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.
7. The Provider Agency agrees, where applicable, to provide any and all services, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health ("OMH") Assisted Outpatient Treatment ("AOT") Program. This includes individuals under a court order and 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 the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Oneida County Department of Mental Health will be handled in a safe and confidential manner.
8. In the event that New York State or the County approves or makes changes to the funding amount that is listed in Appendix A, 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 changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the 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.
9. 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, may include participation

in contract compliance evaluations, completion of quality assurance participant surveys, performance measure reports, and/or other measures deemed necessary by the County to ensure contract compliance.

- a. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly progress report (Appendix C) containing relevant contract-related updates and performance outcomes for that reporting period.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
 - a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The Single Audit shall be conducted in accordance with OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.
 11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than OMH, OASAS, and OPWDD may promulgate these rules and regulations.
 12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of the Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency agrees to indemnify, defend, and save harmless the 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 Provider Agency 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 the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employer's Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additionally Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all required types of insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
15. 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 or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. 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 compliance with the terms and conditions herein.
 - b. 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.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable in a judicial proceeding, then, such provision shall be severed and shall be inoperative and,

provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.

16. 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 Federal Law regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the Oneida County Department of Mental Health as outlined below.

a. It is expressly understood that as a Provider Agency for the Oneida County Department of Mental Health, it may and will receive confidential information from the Department of Mental Health 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.

b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

i. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the SPOA/A program. This means, among other things, that:

(1) The Provider Agency shall only access confidential information for which there is a need to know; and

(2) 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

(3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.

ii. 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.

iii. 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 shall be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.

iv. The Provider Agency understands that the obligations under this Agreement shall 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.

v. The Provider Agency understands that there is no right or ownership interest in any confidential information referred to in this Agreement. The Oneida County Department of Mental Health 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.

vi. 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.

17. The Provider Agency shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. If the Provider Agency is provided with any confidential HIV related information during the course of providing services, it will 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 State 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.”

18. The Provider Agency, as mandated reporters, shall report all instances of suspected child abuse, neglect, and/or maltreatment shall be reported to the New York Statewide Central Register as required by 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 Social Services. The Provider Agency shall also notify the Commissioner of Oneida County Department of Mental Health of any and all reports made to the Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.
21. 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.
22. 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.
23. Annexed hereto and made a part hereof are the following:
 - i. Appendix A (Contract Budget)
 - ii. Appendix B (Standard Oneida County Contract Addendum). These are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.
 - iii. Appendix C (Contract Quarterly Progress Report Template)
 - iv. Appendix D (CRT Jan & Feb 2022 Review Data)

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IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

COUNTY OF ONEIDA

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

_____ Date

By: Ashlee Thompson _____
Ashlee L. Thompson
Commissioner, Department of Mental Health

_____ Date
5/25/2022

THE NEIGHBORHOOD CENTER, INC.

By: Frank Donato _____
Frank Donato
President, Board of Directors

_____ Date
5/23/22

By: Sandra Soroka _____
Sandra Soroka
Executive Director

_____ Date
5/24/22

Approved

By: _____
Ellen Rayhill, Esq.
Assistant County Attorney

APPENDIX A					
THE NEIGHBORHOOD CENTER, INC.		TOTAL ONE YEAR BUDGET:	\$	86,211.00	
APPENDIX A					
YEAR:	May 1, 2022 - April 30, 2023				
OMH:	\$				
OASAS:	\$				
OPWDD:	\$				
COUNTY:	\$	86,211.00			
	ANNUAL TOTAL:	\$	86,211.00		
AMENDMENT:					
		\$			
		\$			
		\$			
	ADJUSTED TOTAL:	\$	86,211.00		
Budget Breakdown					
	Law Enforcement Partnership Crisis Program Coordinator (1.0 FTE)				
	Total Salary	\$	63,860.00		
	Fringe Rate %		35.00%		
	Fringe Benefits	\$	22,351.00		
	Subtotal Salary & Fringe Benefits	\$	86,211.00		

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 statute 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

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 Mental Health Contract Quarterly Progress Report Template

CONTRACT 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 (outlined below), may include participation in contract compliance evaluations, completion of quality assurance participant surveys, performance measure reports and/or other measures deemed necessary by the County to ensure contract compliance.

The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a **quarterly progress report** containing relevant contract-related updates and performance outcomes for that reporting period.

QUARTERLY PROGRESS REPORT INSTRUCTIONS:

Please complete this Quarterly Progress Report and submit to the Oneida County Department of Mental Health (email to mentalhealth@ocgov.net or mail to 120 Airline St., Oriskany, NY 13424) on (or before) the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30). Please provide responses to each of the following questions:

1. Agency/Organization Name:
2. Contract Term:
3. Reporting Year:
4. Reporting Quarter:
5. Itemized list of all contract-related expenses that occurred during reporting period (can attach if necessary).

11. Please provide any additional contract-related (and/or non-contract-related) updates you would like to share.

12. Information of individual submitting report:

- Name:
- Title:
- Phone:
- Email:

13. Date of report submission:

Crisis Response Team

2022 1st Quarter Review

Utica Police Dept. & MCAT

Data from 01/01/2022 through 02/28/2022

Face-to-Face Outreaches: 68

+200% increase from average monthly in 2021; Average 17 outreaches per month in 2021, averaging 34 monthly in Q1 of 2022.

- Self-initiated CRT outreach: 40%
 - Change from year end: -5%
- Referrals for CRT outreach from UPD: 28%
 - Change from year end: +3%
- Referrals for CRT outreach from local service providers: 15%
 - Change from year end: No change
- Miscellaneous referrals (including Self referred) for CRT outreach: 17%
 - Change from year end: +2%

Unquie Clients Outreached: 53

Behavioral Health Assessments: 16

- + 200% from average monthly in 2021; Average 4 per month in 2021, averaging 8 monthly in Q1 of 2022

Crisis Case Management Referrals: 7

Peer Referrals: 5

Involuntary Hospitaliations: 4

- 3 out of 4 client's transported via involuntary orders faciliatated by CRT were admitted

Q1 2021 compared to Q1 2022:

- -8% change in Emotionally Distrubed Persons calls
- -15% change in 9.41 arrests

Agency Outreaches: CRT continues to regularly outreach the Salvation Army Drop-In Center and began regular outreach to the Rescue Mission Drop-In Center at the end of the month of February

Planned Outreaches: Oneida County Probation, Oneida County Office for the Aging

Key Milestones: Finished supporting MAP training for all of UPD, Welcomed CRT baby Vomer, Creating PowerBI Reporting options specific to CRT (example provided)

Q1 2022 Success Stories

Client A - Male (Youth)	Client B - Male (Adult High Utilizer)	Client C - Female (Adult)
<ul style="list-style-type: none">• Intervention timeline: 4.5 weeks• Interventions: Multiple outreaches to school and home, assessment; 9.58, referrals and coordination with providers• Other supporting partners: Columbus Elementary School, MVHS Visiting Nurse, MVHS Director of Behavioral Medicine• LE Contact since last intervention: None	<ul style="list-style-type: none">• Intervention timeline: 6 weeks• Interventions: Outreaches for de-escalation, assessments, coordination with providers• Other supporting partners: APS, ICAN, Codes/City Marshalls, DSS, TNC, MCAT, UPD Patrol, OCMH• LE Contact since last intervention: Yes, <u>however</u> client went 3.5 weeks with no LE contact. Prior he was having multiple contacts per week.	<ul style="list-style-type: none">• Intervention timeline: 5 days• Interventions: Assessment; 9.58, follow-up with MVHS for admittance & SPOA referral• Other supporting partners: Codes/City Marshall, CCM, OCMH-SPOA, MVHS• LE Contact since last intervention: None

"Can't tell you enough how appreciated you and Officer Vomer are...You are truly a blessing. The new village surrounding {Client} is filled with angels! Thank you!!"

- From the Guardian of Client A



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

MARK E. LARAMIE, P.E.
 Commissioner

FN 20 21-222

May 19, 2022

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

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Fed/NYS	Local
2754.67	2205960	Old Poland Rd (CR 56) over Cincinnati Creek	Trenton	Fed/NYS	\$3,768,398.25
				Local	\$198,336.75
				Total	\$3,966,735.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

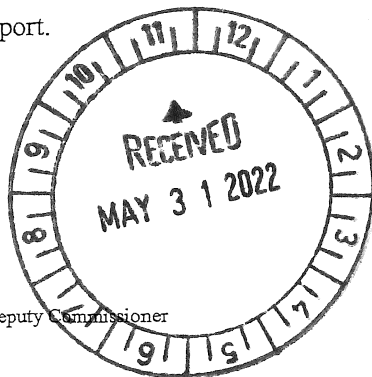
Oneida County has offered assistance to the Town of Trenton regarding PIN 2754.67. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H-557 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Trenton for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of Trenton formalizes the above proposal. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



cc: Nicholas DiGemaro, P.E., CFM, Deputy Commissioner

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

Anthony J. Picente, Jr.
 County Executive

Date 5-27-22

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Town of Trenton
 8520 Old Poland Road
 Barneveld, NY 13304

Title of Activity or Service: Intermunicipal Agreement
Proposed Dates of Operation: Start on Execution - 09/30/2023
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Fed/NYS	
2754.67	2205960	Old Poland Rd (CR 56) over Cincinnati Creek	Trenton	Fed/NYS	\$3,768,398.25
				Local	\$198,336.75
				Total	\$3,966,735.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has offered assistance to the Town of Trenton regarding PIN 2754.67 (BIN 2205960). NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Trenton for all remaining expenditures.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-557
Total Funding Requested:	\$3,966,735.00
Oneida County Dept. Funding Recommendation:	\$3,966,735.00
Proposed Funding Sources	
Fed/NYS:	\$3,768,398.25
Town of Trenton:	\$198,336.75

Past Performance Data: N/A

O.C. Department Staff Comments: None

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF TRENTON (hereinafter referred to as the "Town"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 8520 Old Poland Road, Barneveld, New York 13304, and the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501 (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate Old Poland Road (CR 56) over Cincinnati Creek, BIN 2205960, located in the Town of Trenton, Oneida County, (hereinafter referred to as "the Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation (hereinafter the "NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.67, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount payable of Three Million Seven Hundred Sixty-Eight Thousand Three Hundred Ninety-Eight dollars and Twenty-Five cents (\$3,768,398.25) in the form of Federal and State Aid; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor's duties shall be set forth in said subsequent agreement, and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.

1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project is Three Million, Nine Hundred Sixty-Six Thousand, Seven Hundred and Thirty-Five dollars (\$3,966,735.00).

1.3.4. The federal and state governments, through the NYSDOT, have committed to provide ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount of Three Million, Seven Hundred Sixty-Eight Thousand, Three Hundred and Ninety-Eight dollars and Twenty-Five cents (\$3,768,398.25), with a five percent (5%) local match.

1.3.5. The NYSDOT may provide the additional reimbursement through the Marcheselli Program.

1.3.6. The Town shall be responsible for the five percent (5%) local match, estimated to be One Hundred Ninety-Eight Thousand, Three Hundred and Thirty-Six dollars and Seventy-Five cents (\$198,336.25).

1.3.7. The County shall advance all Project expenditures, and shall complete all necessary documents to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all costs

incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2 Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

3.1 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 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.

4. NON WAIVER

4.1 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, unless explicitly stated otherwise.

5. ENTIRE AGREEMENT

5.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

6. INCORPORATION BY REFERENCE

6.1 The Addendum - Standard Oneida County Conditions, is deemed incorporated into this Agreement as **EXHIBIT A**.

6.2 The NYS Department of Transportation Initial Project Proposal (IPP) for this project is deemed incorporated into this Agreement as **EXHIBIT B**.

7. AUTHORITY TO ACT/SIGN

7.1 The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions

contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

8.1 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.

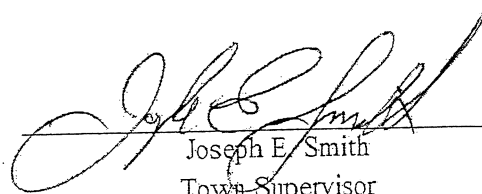
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IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

Oneida County

Town of Trenton

Anthony J. Picente, Jr.
Oneida County Executive



Joseph E. Smith
Town Supervisor

Date: _____

Date: 05/26/2022

Approved

By: _____
Robert E. Pronteau
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 statute 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

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.

INITIAL PROJECT PROPOSAL

PIN#: 275467

275467	Bridge NY 2021: Old Poland Rd (CR 56) over Cincinnati Creek (BIN 2205960), Town of Trenton, Oneida C
Old Poland Rd (CR 56) over Cincinnati Creek (BIN 2205960), Town of Trenton, Oneida Co	

PROJECT MANAGER	RESP ORG	CURRENT STATUS	LET BY	LET DATE	PS&E DATE
	LOCAL	CANDIDATE	LOCAL	01/23/2023	

PUBLIC FRIENDLY DESCRIPTION

This project will replace the bridge that carries Old Poland Road, County Route 56, over the Cincinnati Creek in the Town of Trenton, Oneida County.

COST & FUNDING

SCOPING

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	03/31/2022	Off	6,500
		STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	Off	123,500
Grand Total						130,000

RIGHT OF WAY INCIDENTALS

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	03/31/2022	Off	375
		STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	Off	7,125
Grand Total						7,500

RIGHT OF WAY ACQUISITION

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	08/29/2022	Off	875
		STBG OFF SYSTEM BRIDGE	Planned	08/29/2022	Off	16,625
Grand Total						17,500

PRELIMINARY DESIGN

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	03/31/2022	Off	6,500
		STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	Off	123,500
Grand Total						130,000

DETAILED DESIGN

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	08/29/2022	Off	19,500
		STBG OFF SYSTEM BRIDGE	Planned	08/29/2022	Off	370,500
Grand Total						390,000

CONSTRUCTION INSPECTION

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	11/28/2022	Off	18,750
		STBG OFF SYSTEM BRIDGE	Planned	11/28/2022	Off	356,250
Grand Total						375,000

CONSTRUCTION

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	11/28/2022	Off	145,837
		STBG OFF SYSTEM BRIDGE	Planned	11/28/2022	Off	2,770,898

INITIAL PROJECT PROPOSAL

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
Grand Total						2,916,735

PROJECT TOTAL

PIN Sub	FAP Fund	Fund Source	Trans Type	Oblig Date	On/Off	Amount
		LOCAL GOVT UNIT	Planned	03/31/2022	Off	13,375
		LOCAL GOVT UNIT	Planned	08/29/2022	Off	20,375
		LOCAL GOVT UNIT	Planned	11/28/2022	Off	164,587
		STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	Off	254,125
		STBG OFF SYSTEM BRIDGE	Planned	08/29/2022	Off	387,125
		STBG OFF SYSTEM BRIDGE	Planned	11/28/2022	Off	3,127,148
Grand Total						3,966,735

SCOPE OF WORK

Scope of Work	Primary SoW	SoW Percentage	FMIS Improvement Type
BRIDGE: REPLACEMENT: STRUCTURAL	Yes	100 %	10 - Bridge Replacement - Added Capacity

ACCOMPLISHMENT DETAILS

ACCOMPLISHMENT	UNIT	QUANTITY
BRIDGE REPLACEMENT (STRUCTURAL)	# BRIDGES	1

GEOGRAPHIC LOCATIONS

ASSEMBLY	Robert J. Smullen
CONGRESS	Claudia Tenney
COUNTY	ONEIDA
MPO	HERKIMER-ONEIDA COUNTIES TRANSPORTATION STUDY
SENATE	Joseph A. Griffo

STRUCTURE DETAIL

Structure Type	Structure ID	Functional Class
BRIDGE	2205960	9-Rural Local

COMMENTS

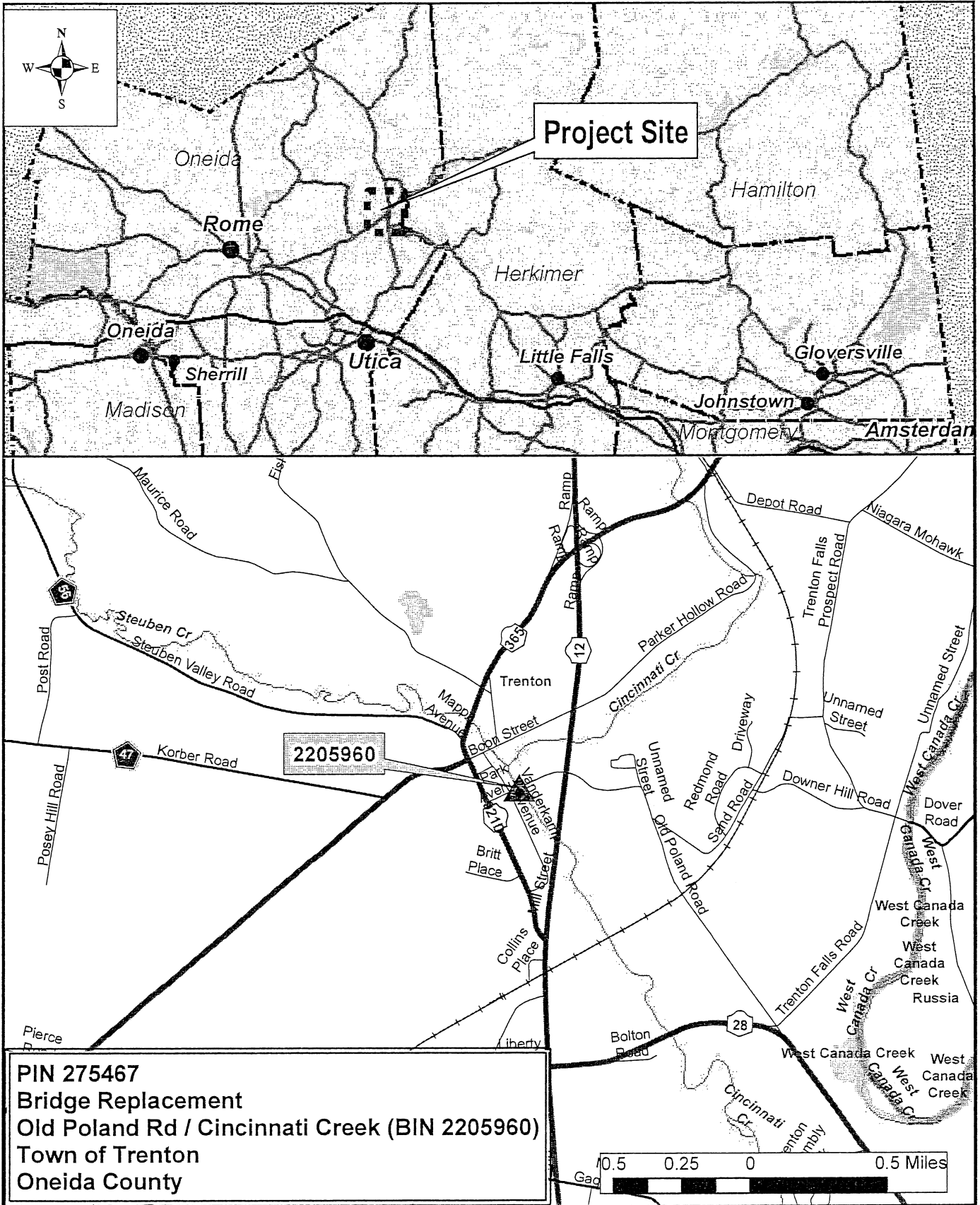
Type	Entry Date	Recorded By	Comment
			BNY Award = 3,768,399 Project will use 80% fed / 15% Toll Cr / 5% Local FC = 09, therefore OSB funding
COST	01/06/2022	Mark DeRocco	Cost Category breakdown determined from BNY applications & instructions
COST	01/04/2022	Christine Labuzzetta	BNY Award = 3,768,399
COST	01/04/2022	Christine Labuzzetta	FC = 09, Therefore OSB funding
COST	01/04/2022	Christine Labuzzetta	Project will use 80% fed / 15% Toll Cr / 5% Local

INITIAL PROJECT PROPOSAL

RPPM RECOMMENDATION: Deborah S. Windecker Date: 02/01/2022

REGIONAL DIRECTOR APPROVAL: Jind Juey Date: 02/01/2022

PIN 275467 Location Map



PIN 275467
Bridge Replacement
Old Poland Rd / Cincinnati Creek (BIN 2205960)
Town of Trenton
Oneida County



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

MARK E. LARAMIE, P.E.
 Commissioner

May 19, 2022

FN 20 02 02 3

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

On March 16, 2022, the Oneida County Board of Acquisition and Contract approved a contract with C&S Engineers, Inc., in the amount of \$72,758.00 for professional consulting services to prepare plans and specifications for various mechanical system improvements for the Comprehensive Building Improvement Program. The scope of work includes:

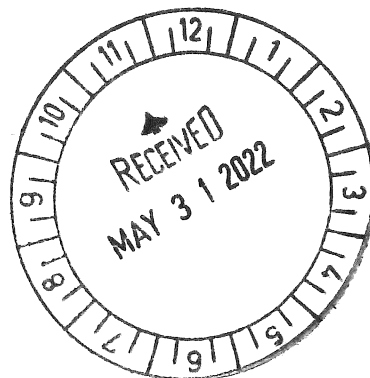
- Roof-Top HVAC Unit Replacement, 301 W. Dominick St., Rome
- Roof-Top HVAC Unit Repairs, 300 W. Dominick St., Rome
- Chiller Replacement, 800 Park Ave, Utica
- Chilled Water Coil Replacement, 800 Park Ave., Utica
- Air Conditioning Install, C-Block & H-Block, 6075 Judd Road, Oriskany
- Generator Repair, 6075 Judd Road, Oriskany
- HVAC Controls Upgrade, 120 Airline Street, Utica
- HVAC Controls Upgrade, 235 Elizabeth St., Utica

Please consider the enclosed contract for the aforementioned services. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



Enclosures

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

Anthony J. Picente, Jr.
 County Executive

Date 5-27-22

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

Title of Activity or Service: 2022 Mechanical Improvements –
Comprehensive Building Improvement Program

Proposed Dates of Operation: Start on Execution – 12/31/2022

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

On March 16, 2022, the Oneida County Board of Acquisition and Contract approved a contract with C&S Engineers, Inc., for professional consulting services to prepare plans and specifications for various mechanical system improvements for the Comprehensive Building Improvement Program. The scope of work includes:

- Roof-Top HVAC Unit Replacement, 301 W. Dominick St., Rome
- Roof-Top HVAC Unit Repairs, 300 W. Dominick St., Rome
- Chiller Replacement, 800 Park Ave, Utica
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- Air Conditioning Install, C-Block & H-Block, 6075 Judd Road, Oriskany
- Generator Repair, 6075 Judd Road, Oriskany
- HVAC Controls Upgrade, 120 Airline Street, Utica
- HVAC Controls Upgrade, 235 Elizabeth St., Utica

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Funding Requested: \$72,758.00 **Account #:** H609

Oneida County Dept. Funding Recommendation: \$72,758.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$72,758.00 (County)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



AIA[®]

Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16th day of March in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Oneida County
800 Park Avenue
Utica, NY 13501

and the Architect:
(Name, legal status, address and other information)

C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

for the following Project:
(Name, location and detailed description)

Mechanical Improvements
Multiple Locations

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.

TABLE OF ARTICLES

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12	SPECIAL TERMS AND CONDITIONS
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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.)

Attachment B

§ 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.)

Attachment B

§ 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:

To Be Determined

Init.

.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.)

Nicholas DiGennaro, PE, CFM
5999 Judd Road
Oriskany, NY 13424
(315) 793-6233

§ 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.)

New York State Department of State

§ 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

Init.

.2 Civil Engineer:

None

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kira Pierce, PE
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
(315) 455-2000

§ 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:

Init.

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User Notes: (1465272119)

Attachment B

§ 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 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. 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.

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 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 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.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) 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.

Init.

§ 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 (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) 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 policies 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.

§ 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.

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§ 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.

§ 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

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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.

§ 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.

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§ 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. 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.

§ 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 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

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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.

§ 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.

§ 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 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	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 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
§ 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	Not Provided
§ 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	Not Provided
§ 4.1.1.30 Other Supplemental Services	Architect

§ 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.)

4.1.1.15 Architect shall provide as-designed record drawings in electronic format specified by Owner.

4.1.1.16 Architect shall provide as-built record drawings in electronic format specified by Owner.

4.1.1.30 Architect shall provide asbestos containing material survey, asbestos abatement design, and asbestos 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

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§ 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.

§ 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

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- 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.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) 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

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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.

§ 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.

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§ 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,
- .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 a nonexclusive 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 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.

§ 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 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.

§ 7.4 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

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, 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.

§ 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, 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. 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. 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.

§ 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 pursuant to Section 8.3 of this Agreement
- Litigation in a New York State Court of competent jurisdiction or 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.

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(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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, the Architect shall give seven days' written notice to the Owner before suspending services. 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.

§ 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.

§ 9.3 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.

§ 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, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 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 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.

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§ 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 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.

§ 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.

§ 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

§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.

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§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 B, Request for Proposal

§10.13.5 Attachment C, Architect Proposal

§10.14 To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold the Owner harmless against any and all claims (including but not limited to claims asserted by any employee of the Architect 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 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. 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 Owner 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 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)

Lump Sum Fee for Basic Services: \$60,083.00
Lump Sum Fee of Asbestos Abatement Design: \$12,675.00
Lump Sum Fee for Site Specific Variance: \$1,000.00/Each

- .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)

Init.

§ 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.)

4.1.1.15 Compensation included in lump sum fee for Basic Services.

4.1.1.16 Compensation included in lump sum fee for Basic Services.

4.1.1.30 Compensation for asbestos containing material survey, asbestos abatement project monitoring and air sampling: Time and Materials based on hourly rates and unit prices established in Attachment C.

§ 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 percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Negotiated contract amendment.

§ 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 (%)
<hr/>		
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.)

Attachment C

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.

(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 (\$ 0.00) 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.

§ 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.)

Init.

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

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.)

Attachment A, Standard Contract Clauses Addendum, Ten (10) pages

Attachment B, Request for Proposal, Thirty-one (31) pages

Attachment C, Architect's Proposal, Forty-eight (48) pages

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Anthony J. Picente, Jr.
Oneida County Executive

(Printed name and title)



ARCHITECT (Signature)

Douglas Obrist, PE
Service Group Manager/Sr. Principal Engineer

(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B101™ – 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 11:59:57 ET on 05/24/2022.

PAGE 1

AGREEMENT made as of the 16th day of March in the year 2022

...

Oneida County
800 Park Avenue
Utica, NY 13501

...

C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

...

Mechanical Improvements
Multiple Locations

PAGE 2

Attachment B

...

Attachment B

...

To Be Determined

...

To Be Determined

PAGE 3

To Be Determined

...

To Be Determined

...

None

...

Competitive bid compliant with New York State Law

...

None

...

Nicholas DiGennaro, PE, CFM
5999 Judd Road
Oriskany, NY 13424
(315) 793-6233

...

New York State Department of State

...

None

PAGE 4

None

...

Kira Pierce, PE
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
(315) 455-2000

...

None

...

None

...

None

...

None
PAGE 5

Attachment B

...

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) 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.

PAGE 6

§ 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 (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) 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 policies 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 shall 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 11

§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3	Measured drawings	<u>Not Provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>

§ 4.1.1.15 As-designed record drawings	Architect
§ 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
§ 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	Not Provided
§ 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	Not Provided
§ 4.1.1.30 Other Supplemental Services	Architect

PAGE 12

4.1.1.15 Architect shall provide as-designed record drawings in electronic format specified by Owner.

4.1.1.16 Architect shall provide as-built record drawings in electronic format specified by Owner.

4.1.1.30 Architect shall provide asbestos containing material survey, asbestos abatement design, and asbestos 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 Twelve (12) 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 17

~~§ 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.

...

[] ~~Litigation in a court of competent jurisdiction~~ X] ~~Litigation in a New York State Court of competent jurisdiction or 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 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.~~

PAGE 18

None

...

None

PAGE 19

§ 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.

§10.10 Independent Contractor Status

§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 B, Request for Proposal

§10.13.5 Attachment C, Architect Proposal

§10.14 To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold the Owner harmless against any and all claims (including but not limited to claims asserted by any employee of the Architect 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 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. 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 Owner 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 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.

PAGE 20

Lump Sum Fee for Basic Services: \$60,083.00
Lump Sum Fee of Asbestos Abatement Design: \$12,675.00
Lump Sum Fee for Site Specific Variance: \$1,000.00/Each

PAGE 21

4.1.1.15 Compensation included in lump sum fee for Basic Services.
4.1.1.16 Compensation included in lump sum fee for Basic Services.
4.1.1.30 Compensation for asbestos containing material survey, asbestos abatement project monitoring and air sampling: Time and Materials based on hourly rates and unit prices established in Attachment C.

...

Negotiated contract amendment.

...

Negotiated contract amendment.

...

Attachment C

PAGE 22

~~§ 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;~~
- ~~.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.~~

...

None

...

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0.00) 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.

...

§ 11.10.2.1 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.

PAGE 23

[] 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.)

Attachment A. Standard Contract Clauses Addendum, Ten (10) pages

Attachment B. Request for Proposal, Thirty-one (31) pages

Attachment C. Architect's Proposal, Forty-eight (48) pages

...

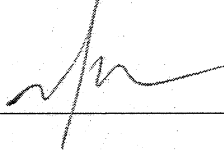
Anthony J. Picente, Jr.
Oneida County Executive

Douglas Obrist, PE
Service Group Manager/Sr. Principal Engineer

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, 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 11:59:57 ET on 05/24/2022 under Order No. 3104236148 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Commissioner of Public Works

(Title)

05/25/2022

(Dated)

Attachment 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 statute 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

Oneida County Department of Public Works

Division of Engineering

5999 Judd Road, Oriskany, New York 13424

Request for Proposal

Mechanical Improvements

Multiple Locations

February 2022

Request for Proposal

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 mlaramie@ocgov.net or via mail on a USB flash drive to:

Mark E. Laramie, P.E., Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

1.3. Packages containing proposals must be marked “2022 - Mechanical Improvements”.

1.4. Proposals are due at the above address no later than 2:00 p.m. on March 3, 2022.

1.5. Questions relating to this RFP should be directed to Mark Laramie at 315-793-6236 or mlaramie@ocgov.net.

1.6. Site visits should be coordinated with Kevin Neiderer at 315-793-6211 or kneiderer@ocgov.net.

2. Project Description

2.1. 301 W. Dominic Street, Rome (HVAC RTU Replacement)

2.1.1. Remove existing McQuay rooftop unit and replace with equivalent output unit.

2.1.1.1. Including BTU rating and CFM output

2.1.1.2. Unit designed for cooling and dehumidification only

2.1.1.2.1. Economizing and dehumidification functions available year-round

2.1.2. The new unit shall be network and individually controlled via computer software on the local data network.

2.1.2.1. Unit shall have direct Ethernet connection capability.

2.1.2.2. Software shall be connected to all points to allow full control while also notifying of active status and alarms.

2.1.3. Replacement or modification of current roof curb adapter shall be the responsibility of the contractor.

2.1.4. Roof shall be fully modified, repaired, and sealed at end of project.

2.1.5. Temporary HVAC unit is needed for length of project

2.2. 800 Park Ave., Utica (Chiller replacement)

2.2.1. Remove existing Chiller #1 and replace with equivalent chiller unit

2.2.1.1. Unit cooling rate equal to or exceed previous unit

2.2.1.2. Unit shall be installed in-line with existing cooling tower system

2.2.2. All equipment shall be network and individually controlled via software from a computer on the local area data network.

2.2.2.1. Unit shall have direct Ethernet connection capability.

2.2.2.2. Software shall be connected to all points to allow full control while also notifying of active status and alarms.

2.2.3. Any existing piping modifications shall be the responsibility of the contractor.

2.3. 800 Park Ave., Utica (Chilled water coil replacement)

2.3.1. Remove and replace existing chilled water coils in AHU-East & AHU-West

2.3.2. Temporarily remove all piping, framework, or other obstacles to safely remove existing coils.

2.3.2.1. All items will be replaced back to original location at end of project.

2.3.3. Install manual service shut-off valves to all piping leading to and from chilled water coils (if not already in place)

2.4. 6075 Judd Road, Oriskany (AC addition)

2.4.1. Add air-conditioning to two (2) linear units, C-Block and H-Block.

2.4.2. Split unit(s) recommended

2.4.3. All indoor equipment is required to be tamper resistant

2.4.4. Unit(s) shall be network and individually controlled via computer software on the local data network

2.4.4.1. Unit(s) shall have direct Ethernet connection capability

2.4.4.2. Software shall be connected to all points to allow full control while also notifying of active status and alarms.

2.5. 6075 Judd Road, Oriskany (Generator Repair)

2.5.1. Repair or replace all damaged / worn parts including but not limited to:

2.5.1.1. Radiator, all gauges, all fans and louvers, tanks, actuators, or valves

2.5.2. Temporary generator required for length of repair

2.6. 120 Base Road, Oriskany (HVAC network controls)

2.6.1. Install all necessary equipment to monitor and control all HVAC equipment remotely through the local data network

2.6.2. Software shall be connected to all points to allow full control while also notifying of active status and alarms

2.7. 235 Elizabeth Street, Utica (Upgrade HVAC controls)

- 2.7.1. Replace or install all necessary equipment to monitor and control all HVAC equipment
 - 2.7.1.1. Including but not limited to: all heat pumps, boilers, air handling units, cooling tower, heat recovery system, dampers, valves, and sensors
 - 2.7.1.2. Software shall be connected to all points to allow full control while also notifying of active status and alarms

2.8. 300 W. Dominic Street, Rome (RTU Upgrades)

- 2.8.1. Install all necessary equipment to monitor and control all HVAC rooftop units remotely through the local data network
 - 2.8.1.1. Including but not limited to: all dampers, valves, and sensors
- 2.8.2. Install variable speed drives on all rooftop unit's supply fans
- 2.8.3. Software shall be connected to all points to allow full control while also notifying of active status and alarms

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, modified by the County. Services shall include, but not be limited to, the following.

- 3.1.1. Identify and quantify Asbestos Containing Materials (ACM) impacted by this Project. There shall be no assumed ACM. Work shall include material sampling, analysis, and reporting.
- 3.1.2. Provide ACM abatement design.
 - 3.1.2.1. Prepare comprehensive plans and specifications for abatement of ACM impacted by this Project.
 - 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. 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.
- 3.1.3. 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.
- 3.1.4. Prepare plans, specifications, and bid packages in compliance with New York State General Municipal Law.
- 3.1.5. Multiple bid packages may be required.
- 3.1.6. Prepare all permit applications and secure all permits. County shall pay all permit fees.

3.1.7. 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.

3.1.8. Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.

3.1.9. Consultant shall provide electronic files and one hard copy of all submittals, as-built drawings, and O&M manuals.

4. Terms and Conditions

4.1. The Project outlined in this RFP shall be awarded by County.

4.2. 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 prior to the issuance of an award.

4.4. Contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.5. 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. 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. 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 the County's Recycling and Solid Waste Management Certification pursuant to the Oneida County Board of Legislators' Resolution No. 249, attached hereto as **Appendix D**.

4.14. 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 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 modified by County as follows.

5.2. Consultant shall be paid a lump sum fixed fee for Basic Services. Basic Services include Schematic Design, Design Development, Construction Documents, Bidding, Construction, and As-Constructed Record Drawing phases.

5.3. Consultant shall be paid on a Time and Materials basis for identification of ACM.

5.4. Consultant shall be paid a lump sum fee for ACM abatement design.

5.4.1. Consultant shall be paid a lump sum fee for each site specific variance, if required.

5.5. Consultant shall be paid on a Time and Materials basis for ACM abatement project monitoring and air sampling.

5.6. Consultant shall invoice County monthly for services rendered.

5.7. Payment shall be based on established lump sum fees, unit prices, and hourly billing rates.

5.8. Lump sum fees, unit prices, and 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.

7.1.1. 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.

7.1.2. 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.

7.1.3. 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.

7.1.4. Workers' Compensation pursuant to statute.

7.1.5. Employer's Liability pursuant to statute.

7.1.6. 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 at least Two Million Dollars (\$2,000,000) in the aggregate.

7.2. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella policies to include the County as an additional insured on a primary and non- contributory basis with subrogation waived.

7.3. 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.

7.4. 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 B** – Corporate Resolution Form

11.4. Signed **Appendix C** – Non Collusion Certification

11.5. Signed **Appendix D** – Iran Divestment Act Certification

11.6. Signed **Appendix E** – Recycling and Solid Waste Certification

11.7. Signed **Appendix F** – Statement on Sexual Harassment

11.8. Signed **Appendix G** – Tropical Hardwoods Certification

11.9. Signed **Appendix H** – Fee Proposal

11.10. Billable hourly rate schedule for all staff assigned to this project, including sub-consultants.

12. Special Requirements

12.1. The Consultant shall have on staff a Registered Architect of Licensed 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 reserves 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

13.2.2. Understanding of Project scope

13.2.3. Understanding of implied or required activities

13.2.4. Reasonableness of proposed approach

13.2.5. Proposed Work/Services schedule

13.2.6. Experience/Qualifications of Project Personnel and Firm:

13.2.7. Previous experience with governmental agencies

13.2.8. Previous experience with similar projects

13.2.9. Project staff experience with similar projects

13.2.10. Project management expertise

13.2.11. Credentials of Firm:

13.2.11.1. Reference/client assessment of previous performances

13.2.11.2. Demonstrated ability to keep projects on schedule

13.2.11.3. Firm's most significant relevant project

13.2.12. Level of Effort:

13.2.12.1. Commitment of assigned personnel to the project

13.2.12.2. Firm's current workload and availability

13.2.13. Fee Proposal

14. The County shall prepare and execute the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County. Should the Agreement be unacceptable to the Consultant, the County reserves the right to procure services from another proposer.

15. Responsibility of Consultant

15.1. All responding firms shall be qualified to carry out the obligations of the proposal they submit. No proposal will be considered if the proposer is found to be in arrears in taxes or upon a 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 Oneida County Charter or the Oneida County Administrative Code. If it is found that a firm is not qualified in accordance with the above, or has submitted a proposal without

an authorized signature, or falsified any information in the proposal package, its proposal shall be rejected.

Insert:

Appendix

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 statute 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

19.3. 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.

19.4. 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
PUBLIC CONTRACT
NON COLLUSION STATEMENT**

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 preformed 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:

(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:

(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 consider 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 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 list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (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 preformed or to be performed or good 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 provision of section 103-d of the General Municipal Law.

(s) _____
Legal name of person, firm or Corporation

By: _____
Title

Dated: _____

SIGN AND RETURN WITH BID SHEETS

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 2118
Construction Materials

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
CONTRACTORS RECYCLING AND SOLID WASTE MANAGEMENT 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.
- (c)

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 (Printed)

Title

Signature

Date

SIGN AND RETURN WITH BID

APPENDIX E
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to New York State Finance Law § 165-a and New York General Municipal Law § 103-g the Office of General Services (OGS) 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.

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 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, 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.

Name (Print)

Title

Signature

Date

Sign and Return With Bid Sheet

APPENDIX F
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.

Name (Printed)

Title

Signature

Date

SIGN AND RETURN WITH BID SHEET

APPENDIX G
PROHIBITION OF 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 Bid Sheet

**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:

1	Lump Sum Fee, Basic Services	\$
AMC Identification & Abatement Design		
2.1	Hourly Rate, Inspector	\$
2.2	Hourly Rate, Designer	\$
2.3	Hourly Rate, Clerical	\$
2.4	Each, PLM Sample	\$
2.5	Each, PLM (NOB) Sample	\$
2.6	Each, TEM (NOB) Sample	\$
2.7	Each, TEM Sample	\$
2.7	Lump Sum Fee, ACM abatement design	\$
2.8	Each, AMC Abatement Site Specific Variance	\$
ACM Project Monitoring & Air Sampling		
3.1	Hourly Rate, Project Monitor	\$
3.2	Overtime Hourly Rate, Project Monitor	\$
3.3	Hourly Rate, Air Sampling Tech.	\$
3.4	Overtime Hourly Rate, Air Sampling Tech.	\$
3.5	Each, PCM Air Sample*	\$
3.6	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

Signee

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____



Oneida County Department
of Public Works

Mechanical Improvements Multiple Locations

March 3, 2022

C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
www.cscos.com





March 3, 2022

Oneida County Department of Public Works
Division of Engineering
Mark Laramie, PE, Commissioner
5999 Judd Road
Oriskany, NY 13424

Re: RFP–Mechanical Improvements at Multiple Locations

Dear Mr. Laramie:

C&S is pleased to provide this proposal to provide mechanical engineering for the 2022 Mechanical Improvement projects. We understand that with mechanical system upgrades other trade involvement may be included to complete the project scope, such as electrical, structural, and architectural design. Our team has extensive experience with office/administrative building documentation, analysis, design, and construction administration as it relates to modifications, upgrades, and replacements of building mechanical systems.

We have reviewed the RFQ, have no exceptions or deviations, and are submitting the attached qualifications package for consideration. C&S has in-house design expertise for building-related disciplines as well as building automation integration systems, site/civil, environmental, energy, and construction management.

Having worked on numerous building projects for various counties, we possess the skill set necessary to perform at a high level. We will work closely with Oneida County to be part of your team to achieve high quality projects. With 300+ professionals located in our Syracuse and other Upstate offices, we have the capacity to ensure that we will be there when you need us with the expertise required. Our headquarters in Syracuse is less than a hour drive from your project locations.

We look forward to supporting Oneida County throughout their projects with the right combination of technical expertise and focus on customer service. Our company has over 50 years of engineering experience, construction administration, and project management for County projects. As you review our qualifications, we believe you will see the depth and breadth of diverse resources this team brings to its clients.

Please do not hesitate to contact us if you have any questions regarding our proposal or if you require any additional information.

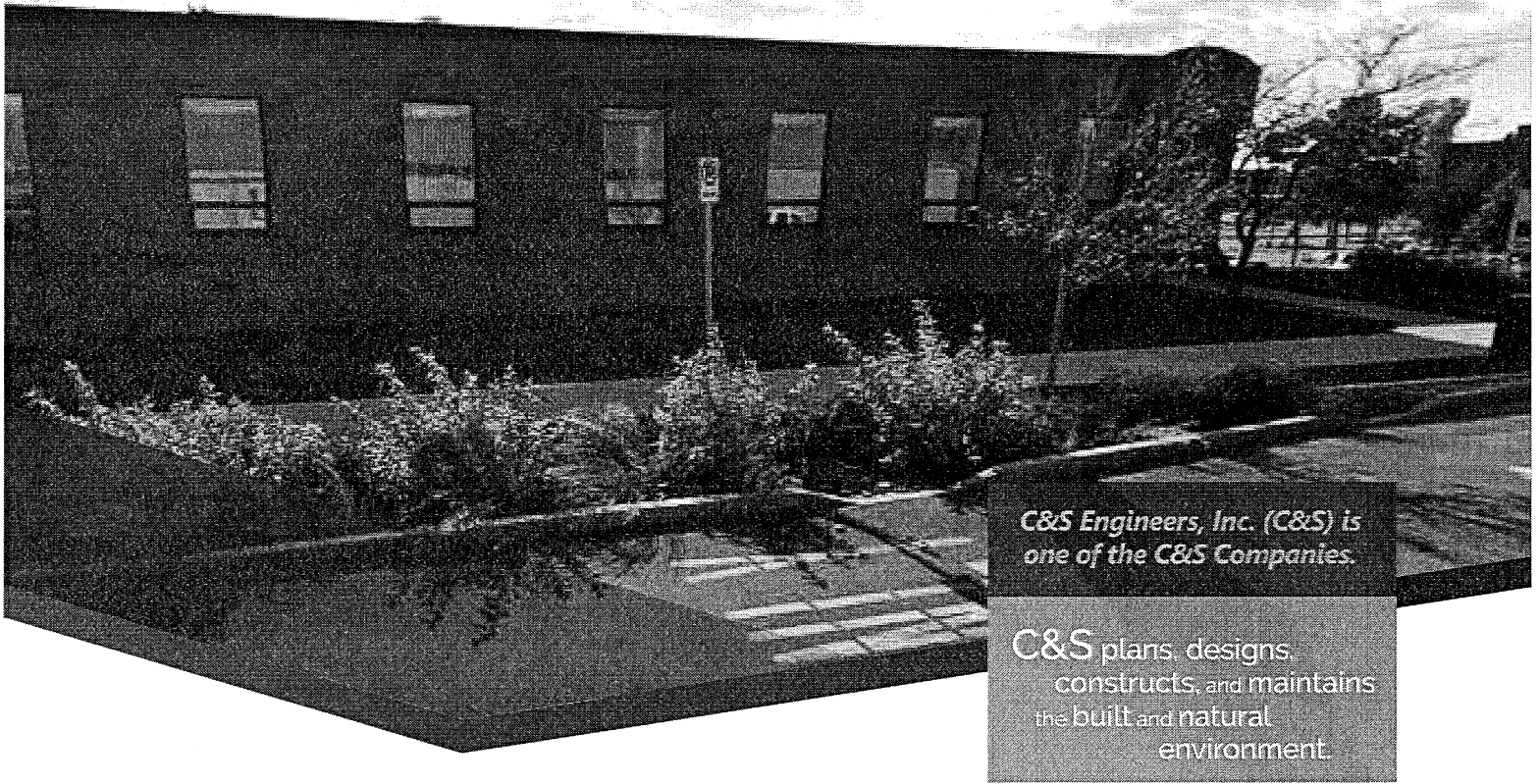
Sincerely,

C&S ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Kira Pierce'.

Kira Pierce, PE

Department Manager/Project Manager



*C&S Engineers, Inc. (C&S) is
one of the C&S Companies.*

C&S plans, designs,
constructs, and maintains
the built and natural
environment.

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- Section 1—Firm Overview
- Section 2—Approach and Understanding
- Section 3—Previous Experience
- Section 4—Project Personnel
- Section 5—Fee Proposal
- Section 6—Required Forms

Section 1

Firm Overview

Since 1968, the C&S Companies have earned a solid reputation for quality engineering, construction, architectural, and planning services. Our clients trust C&S to deliver successful projects time and time again. Our diverse group of professionals specialize in meeting multi-disciplined challenges, working together to seamlessly complete both routine and complex projects.

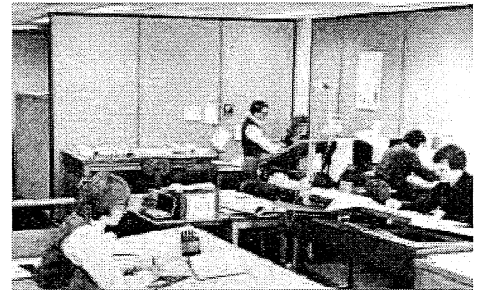
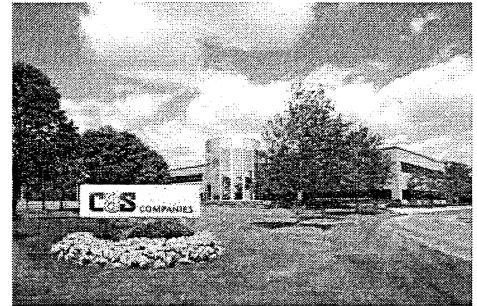
Resources

C&S has developed into a diverse organization of more than 500 technical and administrative staff in 19 offices. We are headquartered in Syracuse and have additional offices in Albany, Rochester, Binghamton, Buffalo, Plattsburgh, and Watertown, New York and across the United States. Our technical staff includes engineers, architects, geologists, landscape architects, scientists, planners, designers, computer programmers, inspectors, and construction managers. Our more than 100 licensed professionals and nearly 50 professionals certified in green building and sustainability are supported by a full administrative staff, state-of-the-art field equipment, and the latest in computer hardware and software.

Services

Our professionals know that your needs and concerns should always be at the forefront. C&S's experts support each other by collaborating on projects, combining their knowledge to deliver the best solutions to each client. Project management and production groups coordinate projects from inception through construction, enabling us to provide a continuity of service our clients rely on. We provide a multitude of services, including:

- ◆ Mechanical/HVAC engineering
- ◆ Electrical engineering
- ◆ Plumbing engineering
- ◆ Structural engineering
- ◆ Site/civil engineering
- ◆ Communications/data systems design
- ◆ Security design
- ◆ Architectural design
- ◆ Fire protection/detection engineering
- ◆ Life safety code review
- ◆ ADA code assessments and retrofit
- ◆ Smart classroom design
- ◆ Building envelope roofing assessment and design (rooftop and façade)
- ◆ Energy-related services


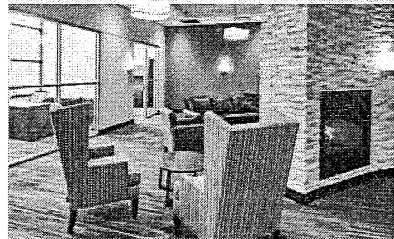
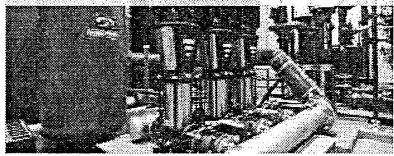
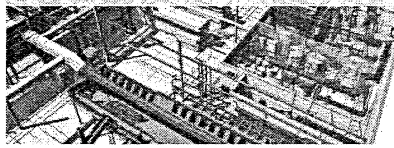





On January 1, 1968, professional engineers Mike Calocerinos and Frank Spina opened for business in Syracuse, New York. Their goal was to provide engineering services in a more personalized, high-quality manner. The six-person firm, named Calocerinos and Spina Consulting Engineers, concentrated on civil engineering (sewage and drainage) for local municipalities.

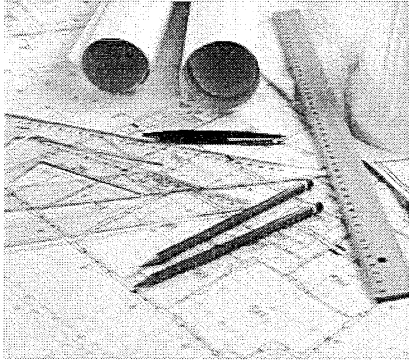
Over the past 52 years, C&S has expanded from our roots as a small municipal engineering firm to a full-service national design, planning, and construction services firm.

Now more than 500 people strong and providing a wide array of service solutions, the C&S Companies continue to emphasize a personal, customer-centric approach to business.



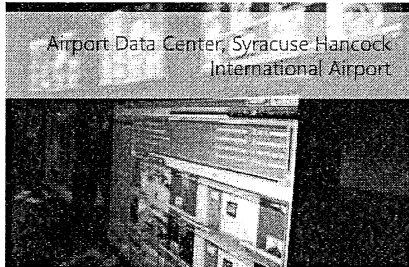
<p>HVAC Systems Assessment, Town of DeWitt</p> 	<p>Mechanical</p>	<p>C&S provides a broad range of technical services, including ventilation, chillers, boilers, VAVs, controls, pool dehumidification, and other mechanical systems. We design mechanical systems for new buildings, renovations, and additions for all types of building structures and uses.</p>
<p>Terminal Building, FIS Facility, Multi-Purpose Space, Griffiss International Airport</p> 	<p>Architecture</p>	<p>Whether renovating an office space, designing a new airport terminal, rehabilitating a historic building, or renovating an existing municipal facility, we design facilities that enhance and highlight their surroundings.</p> <p>We are also experienced in all types of building envelope systems including roofing, masonry, and aluminum-framed openings. Our professionals investigate, define, and resolve façade problems to eliminate future deterioration and expense.</p>
<p>Rainwater Harvesting System, Carrier Dome</p> 	<p>Plumbing</p>	<p>C&S addresses all facets of plumbing engineering with the ultimate goal of providing a sound solution through the most economical means. Our engineers provide both site and interior plumbing services for building types including maintenance facilities, offices, laboratories, and dormitories.</p>
<p>Industrial Laundry Facility, Walt Disney World Company</p> 	<p>Structural</p>	<p>The structural engineering professionals at C&S work with a wide range of clients and projects, from jib crane analysis to the structural framing for complex building systems. We use the latest software, so we are more efficient and have an increased level of quality control.</p>
<p>Pond & Infrastructure Replacement, SUNY Plattsburgh</p> 	<p>Civil/Site</p>	<p>We have extensive experience in site development, utilities, environmental and civil engineering, and infrastructure planning and maintenance.</p>
<p>Electrical Service and Generator Upgrade, Times Union Center</p> 	<p>Electrical</p>	<p>Our electrical team provides planning and design services including power distribution systems, lighting design, and generators. We also provide short circuit studies, coordination studies, arc flash studies, load flow studies, and ground grid analysis and design.</p>
<p>Airport Data Center, Syracuse Hancock International Airport</p> 	<p>Life Safety/ Fire/Security</p>	<p>C&S has staff that specializes in communications systems, intrusion detection systems, CCTV, and fire alarm systems.</p>





Code Consulting

C&S provides full-service code compliance and review for both state and local agencies, institutional campuses, developers, and private clients of every size. Our staff is very **familiar with the codes and guidelines frequently encountered for State** projects including, but not limited to: New York State Building Codes, and NFPA (National Fire Protection Association) Codes. Our staff **includes individuals who are certified NYS Code Enforcement Officers**. C&S regularly performs code reviews for various facilities for OGS, SUNY, DASNY, SUCF, and Office of Mental Health.



Airport Data Center, Syracuse Hancock International Airport

Life Safety/Fire/Security

C&S has staff that **specialize in communications systems, intrusion detection systems, CCTV, and fire alarm systems**. Our **security design team has the latest in technology training and design standards** to implement safe, cost-effective, maintainable solutions. We have experience in mass notification, cameras, card access systems, and wireless access systems.

Building Automation Systems:

Integrating a computerized control system into mechanical systems ensures that the equipment will be optimized and allow it to run in the most energy-efficient manner. Creating programs that modulate and monitor the performance of the mechanical systems can significantly reduce utility costs and increase the longevity of the equipment. C&S implements an open protocol, non-proprietary building automation system to modulate and monitor the performance of all building-related mechanical system. These advanced systems are intuitive multi-platform for end user ease, enabling users to access their facilities on tablets, phones or laptops. The C&S products integrates multiple system into a consistent front end, enabling fast and consistent access to system information.

Scope of Services Experience

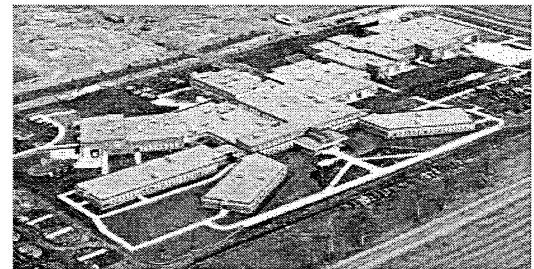
Mechanical

Mechanical infrastructure for public facilities is one of C&S's specialty services. Having built hundreds of MEP projects, C&S is extremely well versed in MEP design, energy solutions, and building systems assessments. Our full MEP services include:

- ◆ **Mechanical and Plumbing Engineering:** HVAC systems design, chiller and tower replacements/additions, 3-D modeling of mechanical systems and plants, combined heat and power systems design, energy recovery, mechanical system operational studies and code analysis, boiler and chiller plants, ice rink refrigeration, mechanical/industrial process engineering and analysis using 3-D modeling software, and finite element analysis.
- ◆ **Energy and Sustainability:** With volatile energy prices showing no sign of abating, facilities are looking for the most economical means possible to reduce their energy costs. At the same time, environmental regulations and a trend toward



Chiller Replacement Study and Design, Ontario County



New Vocational Center LEED Program Coordination, Cayuga-Onondaga BOCES

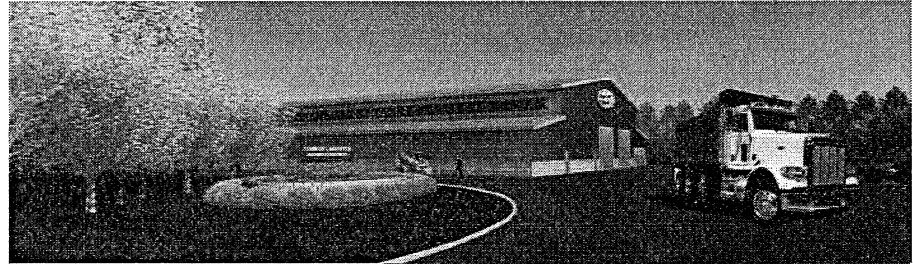


sustainability are pushing energy efficiency into the forefront. C&S works with clients to meet their energy and operational efficiency needs through customized turnkey partnering programs that address operating costs, sustainability, safety, and comfort.

C&S is an Energy Star partner and a NYSERDA FlexTech contractor, which gives us the ability to benchmark energy use against similar facilities, allow for program funding incentives, and start our clients on the road to making facilities LEED certified, an Energy Star facility, or both.

Technology

C&S brings the revolution of cost-effective, detailed three-dimensional design to our clients. Our standard design platform for all trades is Autodesk Revit. The benefits include improved trade/utility coordination resulting in fewer conflicts and less re-work during construction, reducing change orders. Another benefit is a higher level of design detail/clarity that promotes a better bidding and construction experience. Renderings and 3-D isometrics/perspectives of the finished product help the stakeholders and contractor visualize the end product. Virtual walk-throughs and fly-bys provide a real-life perspective of the look and feel of the proposed project. C&S also uses building information modeling (BIM) technology to establish a digital representation of the physical aspects of a facility in three dimensions with embedded object information and/or intelligence.



*Images:
New Highway
Department
Facility,
Town of
LaFayette
3D rendering
(above)
completed
project (below)*

Advantages of 3D Representation

- ◆ Fewer conflicts and less re-work during construction, reducing change orders
- ◆ Higher level of design detail/clarity for a positive bidding and construction experience
- ◆ Real-life perspective of the look and feel of the proposed project

3D Laser Scanner

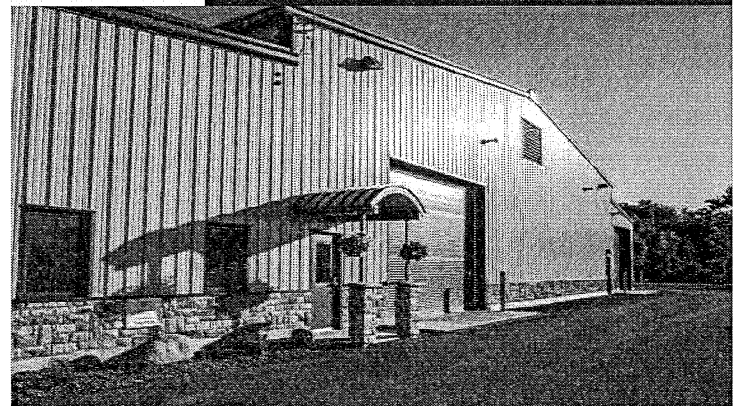
C&S has extensive experience with our top-of-the-line Leica RTC360 laser scanner to aid in more precise field measurements and photographs. Existing methods of field reconnaissance are slow and often not as thorough as we would like, so we decided to invest in and leverage the most up-to-date technology.

By performing a 3D scan of a building, we can now capture all of the data and know that we are accurate to within one-

sixteenth of an inch. Once

a building is scanned, we can extract that data into several different formats. We can create a point cloud for our design team, which is brought into our 3D software. From there, we can model the exact geometry of any structure.

A scan can also take thousands of images, allowing us to have a web-based, 360-degree panoramic view of our structure. Within this free application, we can pull measurements and tie in asset information to specific objects.



Visit <https://www.youtube.com/watch?v=TPyz3oZFRCK> or scan this QR code to hear about C&S's Lidar scanning capabilities.

Sustainable Design

C&S implements sustainable designs and construction processes in a manner that can greatly improve energy efficiency and reduce the burden on the environment while improving the health, well being, and productivity of the end users. When experienced design professionals incorporate sustainable philosophies early in a project, the initial cost can be kept in balance, and substantial savings over the life of the project can be realized. C&S is also a member of the U.S. Green Building Council.



C&S is progressively engaged in development of the skills and experience needed to bring these benefits to our clients. We currently boast nearly 50 LEED accredited professionals on staff, representing virtually all disciplines required on a typical project. Along with all of our traditional architectural/engineering design and construction management services, we offer a full-scope of sustainable services, including:

- ◆ Integrated design facilitation
- ◆ Energy modeling
- ◆ Commissioning
- ◆ Natural daylighting
- ◆ Alternative energy
- ◆ CFD modeling
- ◆ Materials consulting (regional, rapidly renewable, low toxicity, recycled content)
- ◆ Lifecycle cost analysis
- ◆ Operations and maintenance guidance
- ◆ LEED consulting and administration

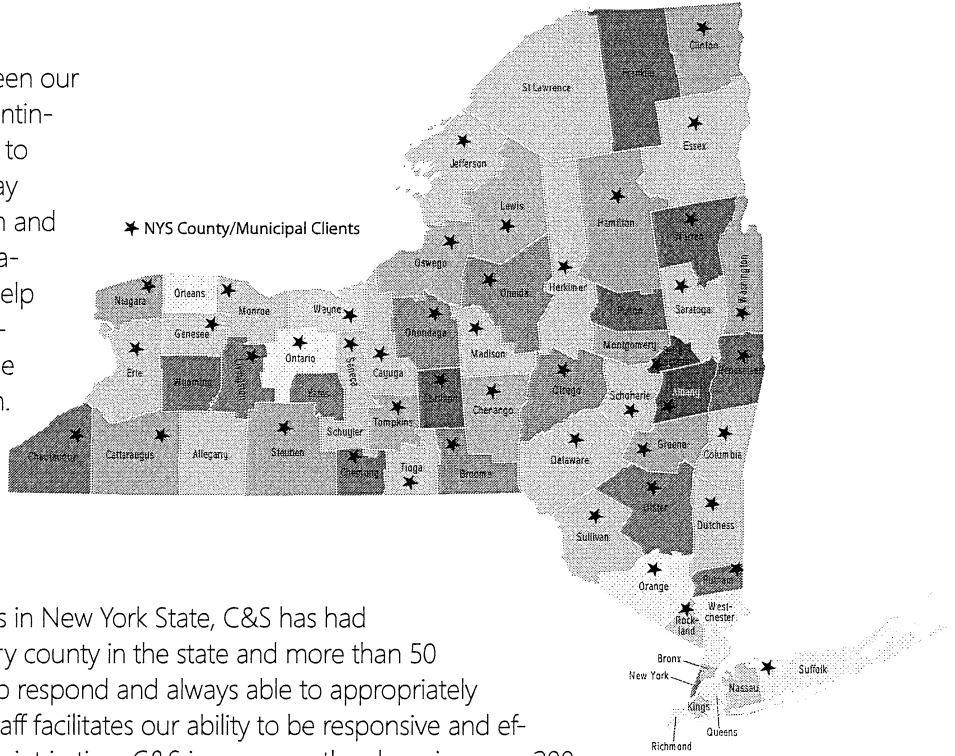
Cost-Effective Project Implementation

As a result of continuously rising costs to provide services and a diminishing tax base, it is essential that this project is implemented in the most cost-effective manner. To ensure the highest level of cost control, our team will utilize the following techniques:

Staff Trained in Value Engineering—C&S engineering staff have experience with construction management services. In addition, we have an in-house construction management group, which specializes in phasing and constructability reviews, that can be consulted by our team as needed. This allows our team to tap into a resource for determining constructability and value engineering review. Value engineering is the science of applying fundamental cost-saving techniques to engineering projects. The results often yield significant capital and/or operating costs savings throughout the life of a project. Examples of value engineering techniques include consideration of different materials of construction, space analyses, functionality evaluations, and energy efficiency evaluations. While value engineering is often associated with formal workshops, the application of value engineering concepts can be utilized in the design of any project. At C&S, our team has been effectively utilizing value engineering techniques for more than 30 years. Many of our staff have received formal training in these techniques by Certified Value Specialists. Through the use of these skills, our team can deliver the project to Oneida County in the most cost-effective manner possible.

Municipal Services

The core of C&S's business has always been our valued municipal clients, and we have continued to diversify and expand our services to cover nearly everything a community may need. We represent communities at town and planning board meetings, provide alternative solutions to existing problems, and help make sure the community and surrounding properties benefit as much as possible when new developments are undertaken.



Ability to Meet Schedules and Budgets, Providing a Quality Product

Throughout 53 years of being in business in New York State, C&S has had the opportunity to work with almost every county in the state and more than 50 cities, towns, and villages. We are quick to respond and always able to appropriately staff any assignment. The depth of our staff facilitates our ability to be responsive and efficient in delivering our services. At any point in time C&S is concurrently advancing over 200 projects, which demonstrates our capacity and that our production standards and systems are in place to execute successful projects.

C&S uses a variety of methods to ensure that our projects stay on schedule and within budget. Through the use of scheduling software, our team is able to monitor progress throughout the project and make adjustments as required to ensure the overall schedule objectives are maintained.

With regard to financial control, a project work plan is created that defines the scope of work, schedule, staffing, and a detailed breakdown of hours allocated for each project task. This work plan is distributed to all team members working on the project and is reviewed at all internal progress meetings. Costs incurred versus allocated budget information is available to all team members by task via a computerized cost accounting system. C&S prepares a detailed project schedule identifying the tasks required to complete a project and the timeframes for completing each task. Through the Primavera and Microsoft scheduling software used, our team is able to monitor progress throughout the project and make adjustments as required to ensure the overall schedule objectives are maintained.

While it is extremely important to deliver the product on time and within budget, of equal importance is quality. We have procedures to provide peer review for each discipline involved as well as an overall project review.

Section 2

Approach and Understanding

Project Understanding

Oneida County is experiencing failures with their HVAC equipment and controls at various buildings. The County has indicated that they would like alterations and replacements made to some of the major components of the HVAC systems serving these buildings. Equipment replacements include chillers, roof top units, and air handlers. HVAC controls upgrades are also required for proper controllability of the HVAC systems within the County buildings.

The County is looking engage a professional engineering firm to provide design documents that will resolve the equipment failure and controls issues. Design will include the replacement of chillers, rooftop units, air handlers, and controls within the buildings experiencing issues. All ancillary equipment, ductwork, piping, etc. is understood to be in good condition and will not be replaced as part of the project. There will be architectural, electrical, structural, and hazardous material design included to accommodate the new HVAC equipment.

Project Approach

C&S Engineers (C&S) is a multi-disciplinary firm that provides full engineering and architectural services. We have engaged a subconsultant, of which we have previously worked with, to meet M/WBE goals. However, should the need arise for additional services, or the need to supplement any services with our subconsultant, our broad range of services gives us the ability to tap into resources very efficiently without the need to search outside of the company.

Initial Meeting

Our specific approach to this project will be to meet with the County to review any existing information that is known and collect any pertinent information from the County for the existing HVAC systems. C&S will prepare meeting minutes that will be shared with all parties. All information will be reviewed by the C&S team. Once the information has been reviewed, C&S will conduct an internal meeting to discuss findings and establish a plan for performing detailed field work.

Detailed Field Work

Once the C&S team has had a chance to review all available information, a site visit will be scheduled. Prior to visiting the site, C&S will provide the County with a detailed itinerary of what areas we plan to visit, what we expect for access and what information we will be looking for. Until the initial meeting and information is gathered, it is difficult to determine the exact scope at this point. However, it is possible that we will need to focus on areas beyond the mechanical equipment and controls. These areas could include, but not limited to; building configurations, electrical systems, water systems, and environmental conditions.



Testing

The extent of testing existing is not known at this point. Hazardous material sample testing will be completed on all equipment being replaced. Testing will also be completed on any ancillary piping, ductwork, flooring, roofing, etc. that may be disturbed during construction.

Retro Commissioning

As a NYSERDA Flex-Tech provider for the region, C&S is experienced with knowing what is available for potential grants. We will explore the option of a retro-commissioning approach to determine if there is funds available to allow retro-commissioning for the equipment. Although this is typically used for determining efficiency, it can also provide details on the performance of the system that can be used to establish where the system is not operating per the design parameters.

Subconsultant Utilization

We have selected our subconsultant to supplement our efforts and provide specialization in areas we believe will be needed to complete this project. We have engaged environmental services to determine if there are any hazards with any existing elements of the building that would need to be removed. The additional environmental engineering support was added to supplement our team. Hazardous material testing and design will be completed by Watts Engineering.

Design Phase Services for Design Development (DD) and Construction Documents (CD)

The design will begin with a kickoff meeting with the County to discuss concerns for the project. Following the meeting, the C&S team will review site conditions needed to begin the design. Construction documents will be progressed to and submitted to the County as a DD set (the anticipated % complete will be determined at the kickoff meeting). Once the County has had time to review these documents, C&S will meet with the County to discuss any comments.

C&S will incorporate all comments and progress the contract documents to a final CD that will be sealed by a licensed engineer.

Phasing Plan: We will develop a construction sequence plan that minimizes (or eliminates where possible) the number and length of interruptions during construction. C&S will provide a detailed, step-by-step, construction phasing plan to maintain services to the building during the construction. The plan will include drawings and representations of the steps with separate text notes explaining each step of each phase of the construction sequence.

Bidding and Construction Administration Phase

Once the bids have been awarded the construction phase will commence. C&S will provide RFI and submittal approval and record documentation. We will also provide any technical guidance and issue periodic site inspection reports. C&S will review and make approval recommendations to the County for any construction change orders. Should a site inspection result in our determination that work does not meet specification, C&S will present in writing the discrepancy and our recommendation to proceed. We will require all contractors submit a schedule of values, hold weekly construction progress meetings by phone and insist a master drawing set is used to red-line any design alterations. C&S will review and approve pay applications from assigned contractors. Lastly, C&S develop a punch list to complete the project, track completion and issue a record set of drawings upon completion.



An itemized list of tasks included for bidding and construction administration include the following:

Bidding

C&S will provide the following bid phase services:

- ◆ C&S to have dedicated individual to receive all inquiries during bid phase
- ◆ Attend the pre-bid meeting
- ◆ Answer RFIs during the bid phase of the project
- ◆ As required, provide clarifications/addendum items
- ◆ Provide post bid evaluation

Construction Administration

C&S will provide the following construction administration phase services:

- ◆ Utilize e-Builder during construction
- ◆ Attend the bi-weekly meetings
- ◆ Answer RFIs
- ◆ Review submittals
- ◆ Review O&M manuals
- ◆ Provide a final punch list

Site Visits/Meetings

- ◆ Kick off meeting and site visit to document the field conditions necessary for the design
- ◆ Meeting with the owner to present and discuss the DD documents
- ◆ Attend the pre-bid meeting
- ◆ Attend construction kick off meeting
- ◆ Attend construction administration meetings via phone call and provide meeting minutes (it is anticipated that there will be 12 weekly meetings, based on the preliminary construction schedule)

Section 3

Previous Experience

C&S has the proven expertise to handle a wide range of architectural and engineering projects. As our track record illustrates, we are experienced in the design of large-scale, complex projects, as well as smaller, less-complicated efforts. C&S has established a reputation for delivering quality projects on time and within budget and our past projects are documented evidence that our project management is proactive and detailed. Our consistent leadership, customer focus, and unparalleled expertise allows us to provide accurate budget information and effective design and construction management to keep projects on schedule. The following pages include samples of our representative project experience.

HVAC System Upgrades

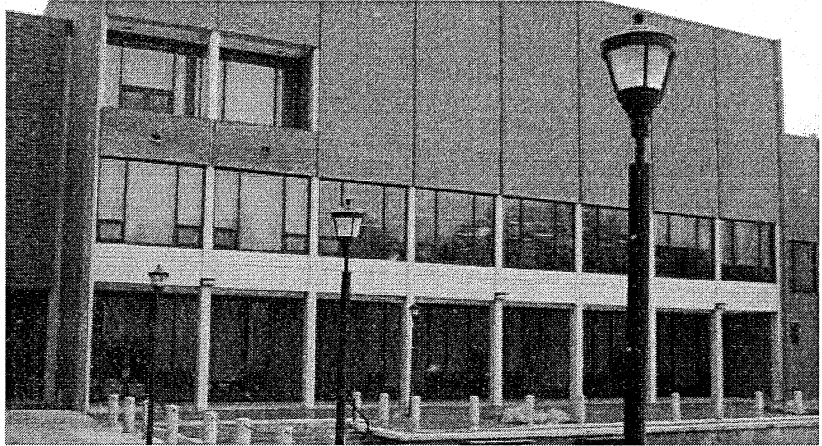
State University Construction Fund/SUNY Oneonta | Oneonta, New York

Hunt College Union is a three-story, 83,000-square-foot, reinforced concrete and steel-framed building built in 1972 for student activities. The building and mechanical condition assessment determined that most of the heating, ventilation, peripheral support, and control equipment in the building had reached its useful life span.

C&S designed HVAC system upgrades including the replacement of all air handling units, exterior louvers, roof exhaust fans, the chiller, and the circulation pumps for the heating and chiller systems.

A propylene glycol heating system was added for the air handling unit pre-heat coils. Controls throughout the building were upgraded with the addition of variable air volume (VAV), demand controlled ventilation (DCV with CO2 sensors), increased thermostat control zones, and replacement of control valves on the perimeter heating.

A ventilation system has also been added for the new electrical transformer room. The air and water



systems are balanced to verify the proper flows throughout the building.

Ceiling work and exterior louver work comprises the primary architectural scope. Other incidental work includes the replacement of exterior doors, exterior ceiling access doors, and a louver wall. The hardware and finishes are coordinated to match the campus standards.

Electrical service equipment and several main distribution switchboards were replaced to accommodate mechanical upgrades and the new electrical load for

the building. Panelboards were replaced to accommodate mechanical upgrades and improvements throughout the building. New LED lighting was installed in areas where ceiling removals have occurred.

The construction is phased to accommodate campus activities. Temporary electrical equipment is provided to minimize building down time. A new natural gas generator was designed to support building life safety loads.

Contact:

Francis Ivanauskas, PE.
Regional Director of Design
State University Construction Fund
(518) 320-1713
Fran.Ivanauskas@suny.edu

BL-1 Air Handler Replacement

SUNY Upstate Medical University | Syracuse, New York

SUNY Upstate Medical University retained C&S Engineers, Inc. to provide full design services for the replacement of the air handler located in the hospital's basement. The first phase of the project was formulating a programming report.

The air handler serves portions of the basement and first floor. The unit was installed in 1970 and has reached the end of its useful life. The spaces that were served have been reconfigured both physically and programmatically so that over the years the cooling and ventilation needs of the space had evolved, yet its airflow rates had not.

Airflow testing determined the unit's total capacity was near design, which would permit reuse of some of the main ductwork.

An important shortcoming of the HVAC system was the lack of individual space temperature controls which caused staff to be uncomfortable with the temperatures and the lack of ability to control the environment.

Several other deficiencies were uncovered including:

- ◆ The air handling is deteriorated to the point of allowing unfiltered air into the system.

- ◆ The air handler, BL-1, was not provided with final filters as required by code.
- ◆ Individual space temperature control wasn't possible where one coil served multiple spaces.

Constraints that were critical to the success of the BL-1 replacement were identified including: absolute minimum space downtime and disruption, insuring new units would satisfy cooking needs and ventilation requirements, minimizing the need or use of additional space for mechanical equipment, increasing occupant comfort, providing final filters at air handlers, and insuring CO2 gas was not entering the outside air intake.

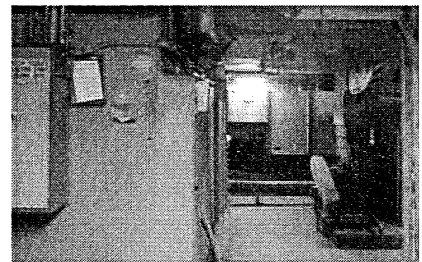
The final recommendation included locating a new replacement air handler on the roof. There were several advantages including no additional hospital floor space would be required, the new unit with piping and ductwork could be installed while existing unit remained on-line, and disruption of occupied space for a new unit installation would not be necessary. The new unit would be appropriately sized with heat recovery provided.

The ductwork would extend from the roof down the face of the building and connect into the existing duct

main. An architectural enclosure would conceal the duct on the face of the building.

Alternate systems were developed, however, they all required capturing additional floor space and were ultimately not considered appropriate.

C&S's final report included construction timelines, system sketches, floor plans of spaces served, a testing and balancing report, a room-by-room airflow spreadsheet, and space calculations.



Contact:
 Nick Steffen
 SUNY Upstate Medical
 University
 750 E. Adams Street
 Syracuse, NY 13210
 (315) 464-3815

Office Building Chiller Replacement Construction Quality Management

U.S. General Services Administration | Albany, New York

Contact:

John E. Palmer, C.E., Deputy Director
Project Management Division (PMD)
General Services Administration
Northeast and Caribbean Region (02)
Public Buildings Service
(315) 868-7433
john.palmer@gsa.gov

C&S perform construction quality management (CQM) services for a \$3.7 million chiller upgrade at the Lee O'Brien Federal Office Building. This upgrade is being completed as part of an Energy Performance Contract (EPC) with Schneider Electric (the energy service company, or ESCO). As an EPC with strict technical requirements, the CQM effort needed to be led by a qualified mechanical engineer with a proficient technical background with energy efficiency projects. The project involves management and communication between a number of different contractors, sub contractors, and entities within the federal government.

CQM duties included:

- ◆ Regular site inspections
- ◆ Weekly project status reports
- ◆ Weekly meetings to get feedback from the team and work toward resolution of ongoing issues
- ◆ Creation and maintenance of an ongoing "commissioning issues log"
- ◆ Oversight of the commissioning process
- ◆ Review of documents, including drawings, specifications, task work orders, functional performance tests, water treatment reports, testing and balancing reports, trend logs, and others.



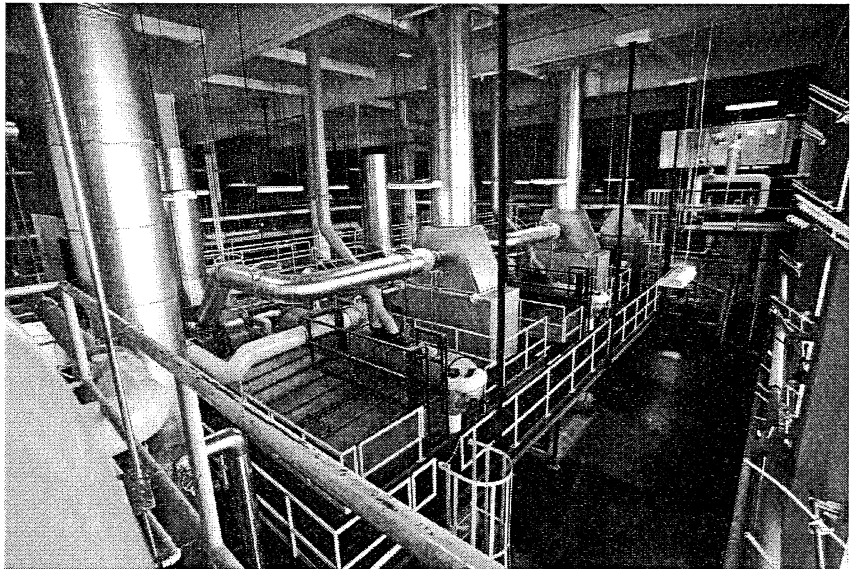
The goal is to ensure the General Services Administration (GSA) is getting what they are paying for, including strict adherence by their contractors and subcontractors to contract requirements that cover relevant state and federal code requirements, including the GSA's own P-100. In addition, because this is an energy performance contract, the contractor is required to ensure the project produces energy savings, which C&S also helped to verify for the GSA.

Boiler House Upgrades

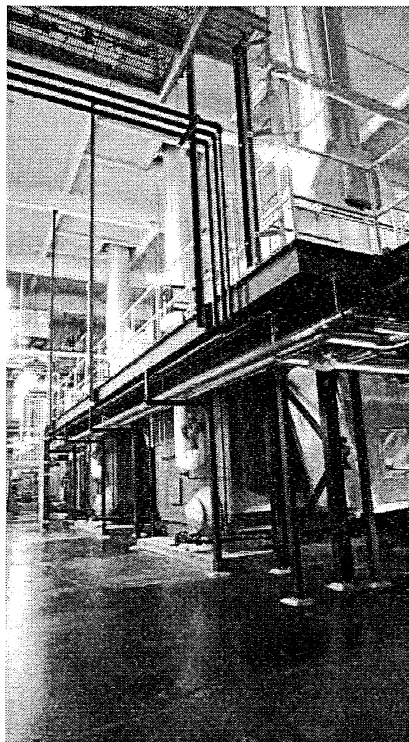
SUNY Oswego | Oswego, New York

SUNY Oswego undertook an initiative to replace the campus-wide heating system. The three existing steam boilers, originally installed in 1962, were converted with new burners 15 years ago to burn both natural gas and No.6 fuel oil. These boilers had been re-cased four times in the last 45 years and were experiencing blown tubes on a regular frequency. The existing boiler controls were a mix of obsolete analog control and some retrofitted digital controls that made consistent operation difficult.

The original boilers were installed with cast concrete piers on top of



Three new boilers—two 50,000 lb/hr and one 30,000 lb/hr.



Rear access catwalk and approximately 15 feet of reclaimed building space.

an abandoned fuel tank farm that was 10 feet below the boilerhouse finished floor. Over years of use the existing floor and blow down pipe trenches became severely chipped, cracked, and spalled. This situation required that the new boilers be placed on a new structural pad spanning the existing underfloor condition, as well as a complete rehab of the pipe trenches.

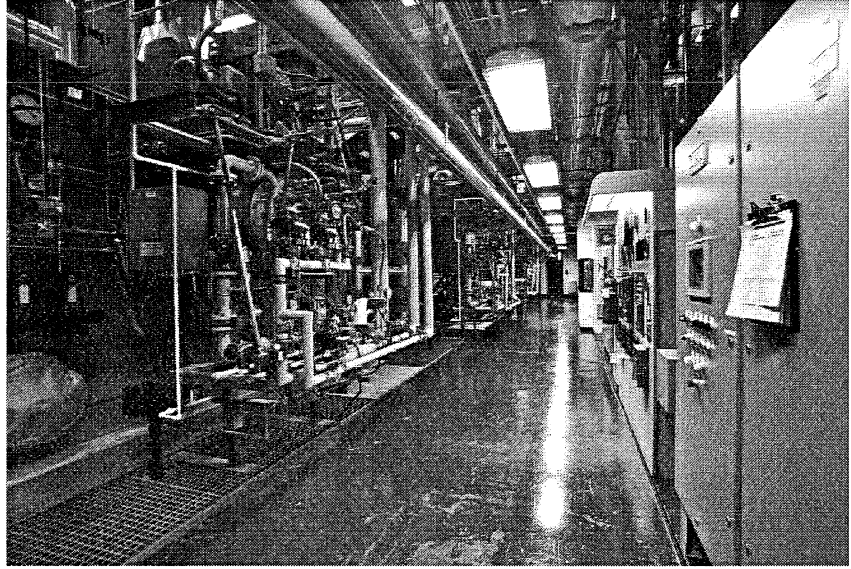
Two new 50,000 lb./hr capacity and one new 30,000 lb./hr capacity boilers were selected that improved the efficiency of the campus boiler plant at part loading capacity while maintaining load capacity for future expansion of the campus. All of the new boilers are industrial water tube D-type boilers with combination

NG/No.6 fuel oil burners, full DDC control systems, integral heat recovery economizers, flue gas recirculation and more efficient individual stub-stack discharge. C&S completed the entire project using a full 3D BIM model that helped to streamline drawing preparation and reduce space conflicts on both the demolition and new installation portions of the work. New access platforms were designed to meet code regulations that had changed since the original boilers were installed, and to increase the user friendliness of the facility by providing stairway access to the top of the boilers instead of ladders.

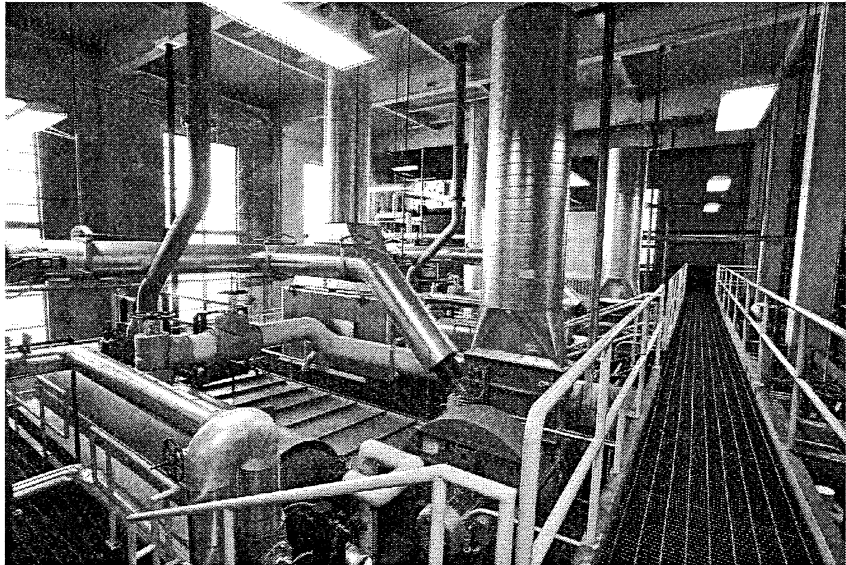
The existing No.6 fuel oil skid was abated of asbestos insulation and

demolished in place. The new skid was mocked up in the boilerhouse 3D model to ensure that installing the new skid would not conflict with any existing items. The new skid was connected to the existing boilerhouse piping system and was in operation a year before the new boilers are installed.

The tank portion of the project included the inspection of a field-fabricated double-wall above ground storage tank with cathodic protection. This project also included inspection of the tanks' secondary containment dike and liner, inspecting the associated above ground piping between the new skid and the tank, repainting the tank with a specialized paint for exterior foam applied tanks, and installation of a new high level alarm the would tie into the new heating and pumping skid control system.



Natural gas and no.6 fuel oil burner trains & boiler control panels corridor.



Economizer platforms tied into existing plant catwalks, FGR (flue gas recirculation, and inlet air silencer stacks.

Contact:

Eric Foertch
SUNY Oswego
(315) 312-3150

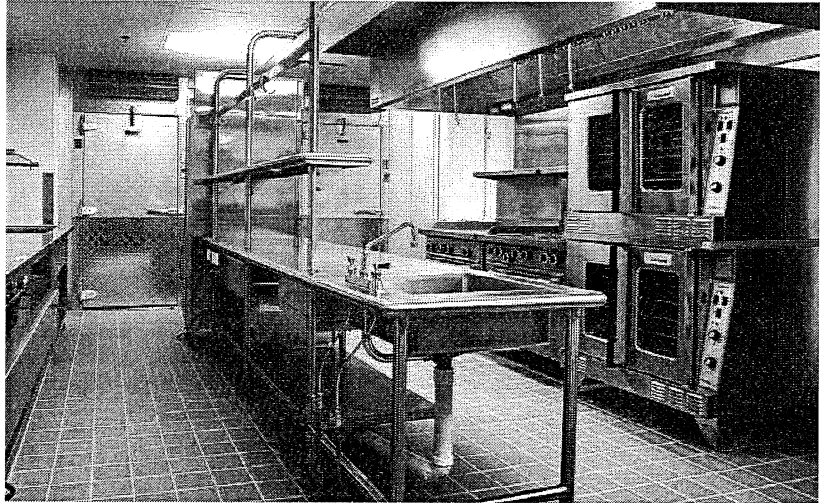
Outpatient Clinic Renovation

Catholic Family Center | Rochester, New York

Providing full-service architecture and engineering, C&S designed the renovation of a seven-story building in downtown Rochester, NY, for the Catholic Family Center's Restart Outpatient Clinic. The building includes group and individual counseling spaces, a full commercial kitchen and dining hall, and a lobby reception area.

A three-dimensional model allowed architects and engineers to fully visualize and resolve the paths of new building systems and gave facility end-users and administrators the ability to envision the end result.

The original building was built around 1927, with a vertical expansion



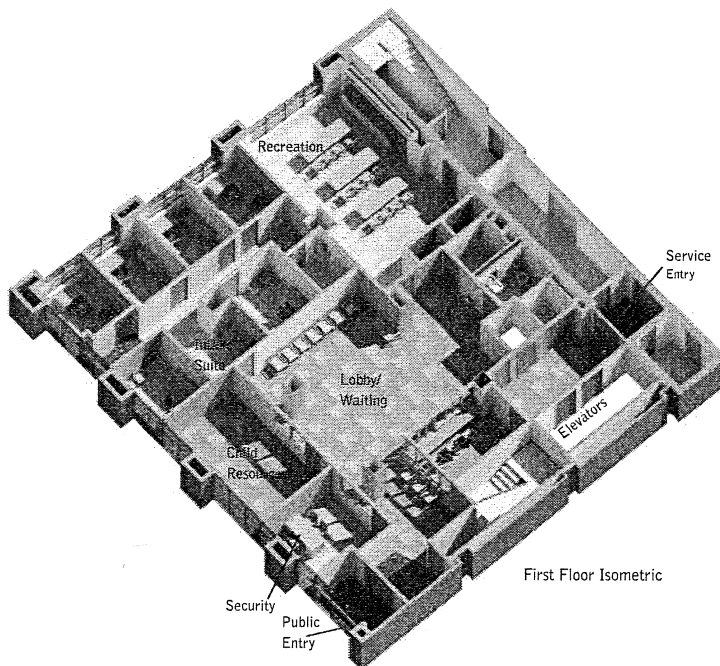
in 1966. Internal construction and building systems were completely demolished and hazardous materials abated. Modern and energy-efficient systems maximize

programmatic functionality and minimize operating costs.

A single elevator was removed and two new elevators and a new stairwell built that will quickly move the large number of visitors that arrive at certain times each day to the appropriate floor. The building structural system was thoroughly analyzed and modified to accommodate the new shafts.

Group meeting rooms and counseling offices were arranged to maximize access to daylight and views.

Clients and staff use the new commercial kitchen and dining facilities for daily meals and as a gathering place for large functions. Medical dispensary and exam rooms allow medical staff to tend to clients in a private and secure environment.

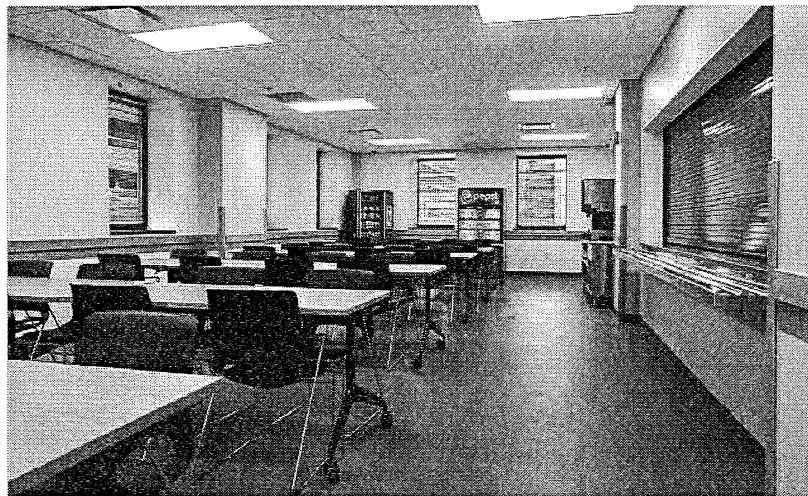
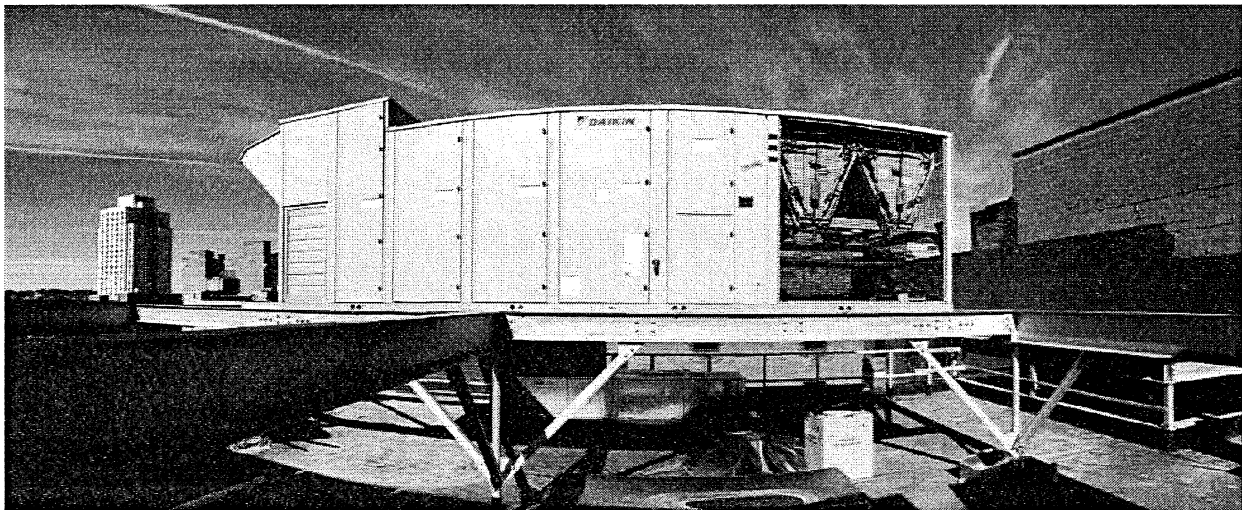
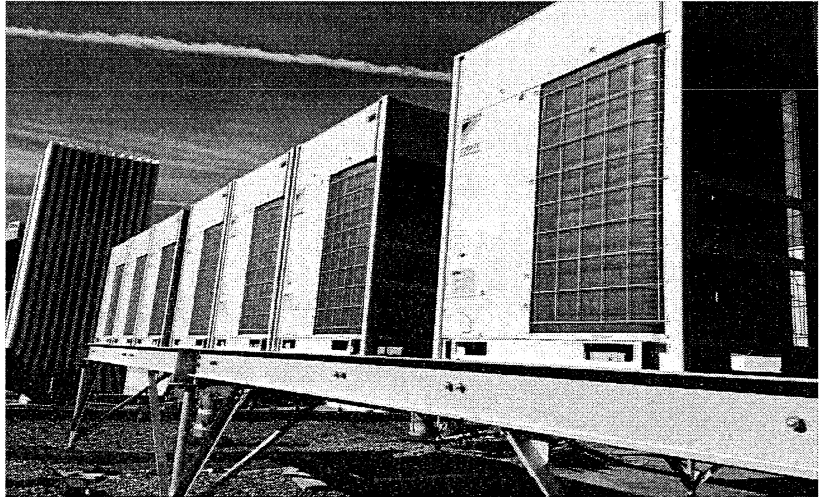


First Floor Isometric

Security and life safety systems are monitored and controlled at a command center near the entrance. Visitors are screened in the lobby, and access-controlled doors and cameras throughout help to avoid potential incidents.

Construction cost: \$7,875,000

Construction completed: 2017



Contact:

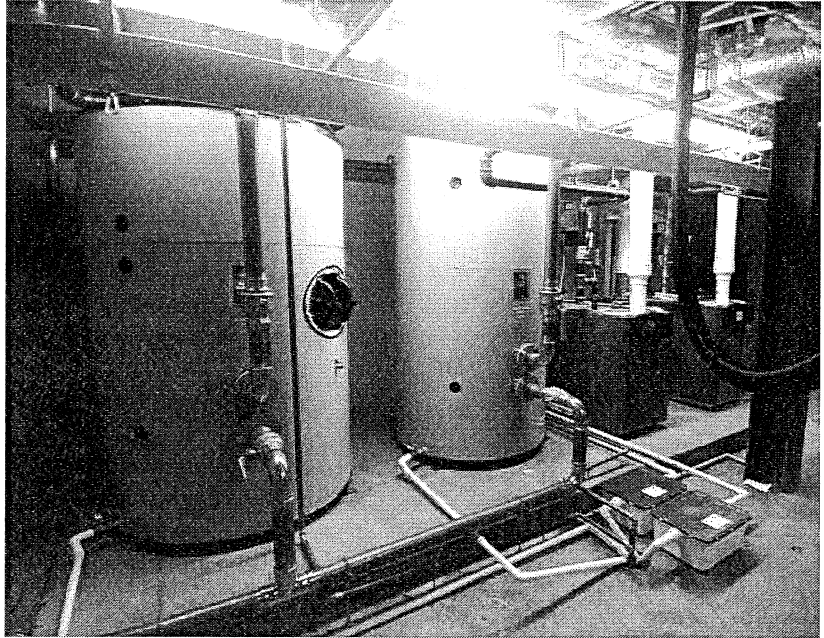
Scott J Garceau
Director of Facilities
Catholic Family Center
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sgarceau@cfcrochester.org

Woodland Pond at New Paltz—Boiler Plant Replacement

Woodland Pond at New Paltz | New Paltz, New York

Woodland Pond is an upscale continuing care retirement community for seniors 62 and over. The main facility consists of three separate areas. The Independent Living area has 178 apartments in three separate wings. The Community Building features shared facilities, including a pool, salon, a large dining area, restaurants, a performing arts center, and more. The Health Center has 104 rooms for residents requiring additional assistance and health care. The entire facility is more than 336,000 square feet.

While performing an energy audit of the facility the existing domestic hot water plant began to leak and the system failed. Within four (4) weeks from receiving a signed agreement, C&S was able to provide a design package that went out to bid. Five (5) weeks after providing a design package the entire plant was replaced and creating domestic hot water for the facility. The new plant consisted of two highly efficient 850 MBH condensing boilers with approximately 1,000 gallons of storage. The new system is significantly more efficient and more robust than the previous plant which consisted of four 600 MBH non-condensing domestic hot water heaters each with a 200 gallon integrated tank. The new boiler plant is projected to reduce hot water energy usage by 12%.

**Contact:**

Tom Tango
Director for Plant Operations and Security
845-256-5705
ttango@wpatnp.org

HVAC Equipment Replacement

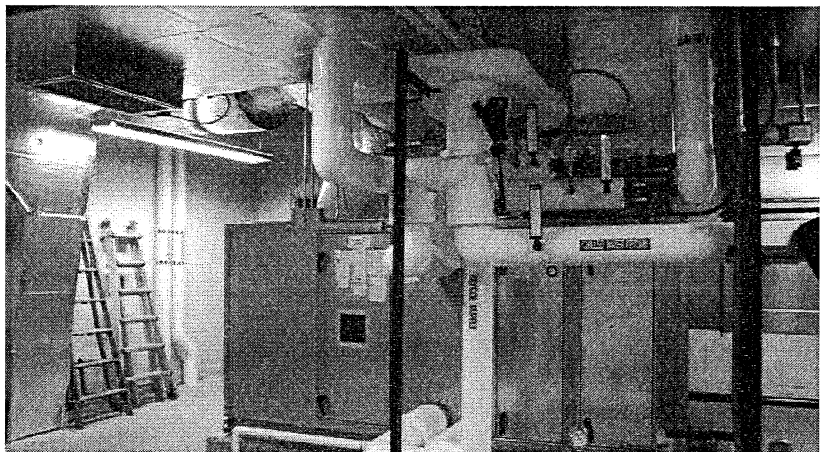
State University Construction Fund/SUNY Oneonta | Oneonta, New York

C&S re-designed the dual-duct heating and ventilation systems serving the Hodgdon Instructional Resource Center with variable air volume (VAV) to optimize energy performance and comfort control. Additional work included replacing the domestic hot water heater, support equipment, controls, catwalks, and ceilings.

The Instructional Resource Center was built in 1966 and houses nine lecture halls, a television production studio, a communications arts department, and faculty offices. The mechanical equipment, with the exception of the chiller and cooling tower, was original to the building and needed replacement.

To continue using the building during the academic year, construction took place only during summer breaks, limiting time and requiring advanced scheduling to complete the project in the restricted time period.

As part of the design, steel catwalks with a grated walking surface and handrails were installed in the ceiling's plenum space to maintain access to terminal units, which were previously inaccessible from below. The catwalks are accessed through an opening in the ceiling and supported from new beams spanning existing steel.



To accommodate the renovations, portions of ceilings in most of the rooms were removed and replaced. The replacement ceiling is a suspended acoustical grid system. Perforated metal tiles throughout the ceiling replacement allow supplemental conditioned air to be transferred from the plenum space to the lecture halls, repeating the original design

and minimizing air delivery noise. This ceiling system simplifies maintenance, repairs, and replacement of the acoustical ceiling panels, if ever required.

Contact:

Francis Ivanauskas, PE.
Regional Director of Design
(518) 320-1713
Fran.Ivanauskas@suny.edu

Control System Upgrade

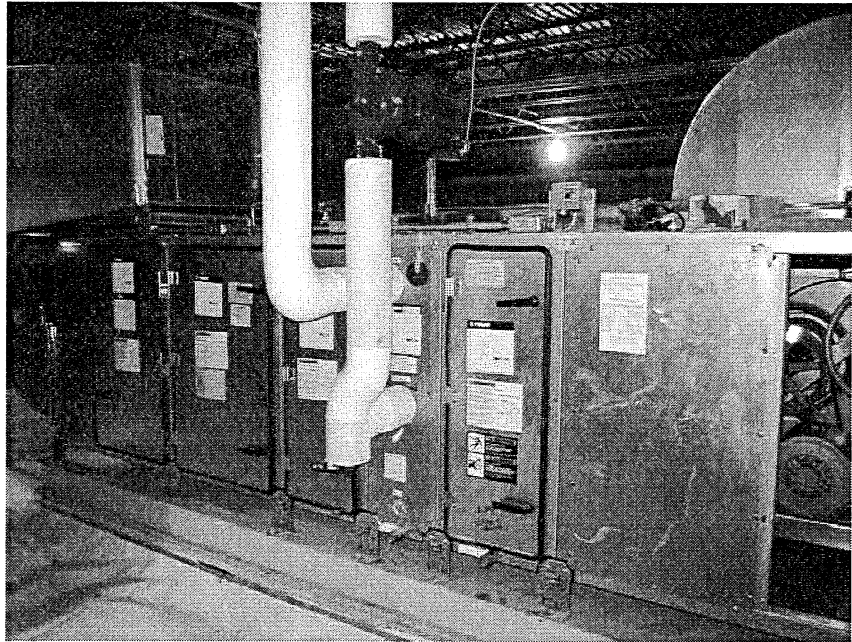
Sandy Creek Central School District | Sandy Creek, New York

The Sandy Creek School District had a control system which was unable to grow with its size as it continued to push the envelope for greater energy reductions.

The system was extremely proprietary, and prevented the simplest of functions such as trending of control points. The decision was made to replace the main operation system. The challenge was to incorporate as much of the existing system as possible into a new open protocol control system in order to keep costs down. The new system utilizes controllers, sensors, and a front end from three control companies, seamlessly integrating them into a user-friendly graphical interface.

C&S then utilized the new system to remedy the control deficiencies which were identified during a previous retro-commissioning effort. New strategies such as demand control ventilation were implemented and since the system is open protocol, no restrictive roadblocks prevented alterations to the system.

The project saves approximately \$15,000 per year in heating, cooling and fan motor costs. The project, funded by the State Education Department, created a net zero cost impact for Sandy Creek.

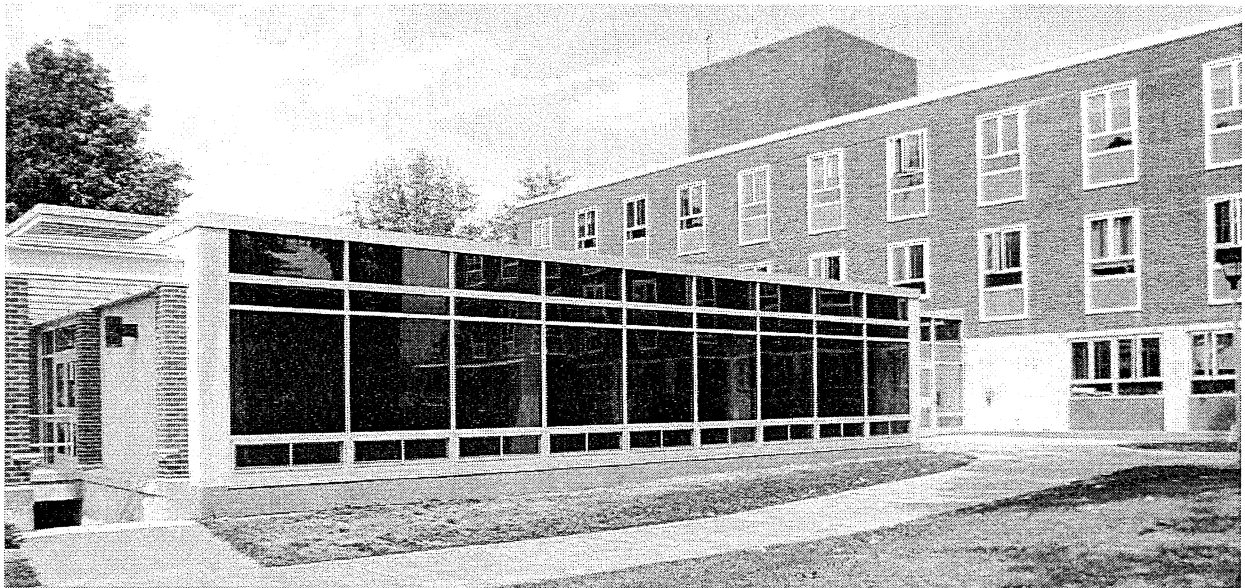


Contact:

Chris Ouderkirk
Sandy Creek CSD
(315) 387-3465 ext. 1535

HVAC System Upgrades

State University Construction Fund, SUNY Oneonta | Oneonta, New York



Science 1 is one of the two main academic buildings at SUNY Oneonta which supports the instructional and research functions for various science departments. While this building was the subject of a major renovation in 2008, selected areas and mechanical equipment upgrades were not part of the overhaul for logistical and budgeting reasons. These areas included a lecture hall, museum, Student Commons, and vivarium on the basement level. The mechanical equipment and systems serving these areas had reached the end of their lifecycles and were in need of replacement.

C&S replaced the full height window system in the Student Commons area which affected the adjacent flat roof and roof edge.

Ceilings were also replaced for mechanical and duct work.

As part of the schematic design for the mechanical design associated with this project C&S performed a mechanical condition assessment. HVAC services included the replacement of two air handling units and return fans serving Lecture Hall 121, the Student Commons, and museum space, with three air handling unit systems. In Fan Rooms #1 and #2, a general exhaust fan and three unit heaters were also replaced, along with the addition of a fourth unit heater. Pneumatic controls were substituted with electronic controls compatible with the building's energy management system. Work also included providing four low temperature ductless air condition-

ing systems to serve cubicles in the vivarium area.

Electrical efforts involved branch circuiting for the air handling unit systems, unit heaters, and general exhaust fan. Branch circuiting for the four low temperature ductless air conditioning systems were also provided. As needed, electrical branch circuiting modifications to accommodate architectural renovations were completed.

Construction ended in August of 2008. Construction cost was \$441,000.

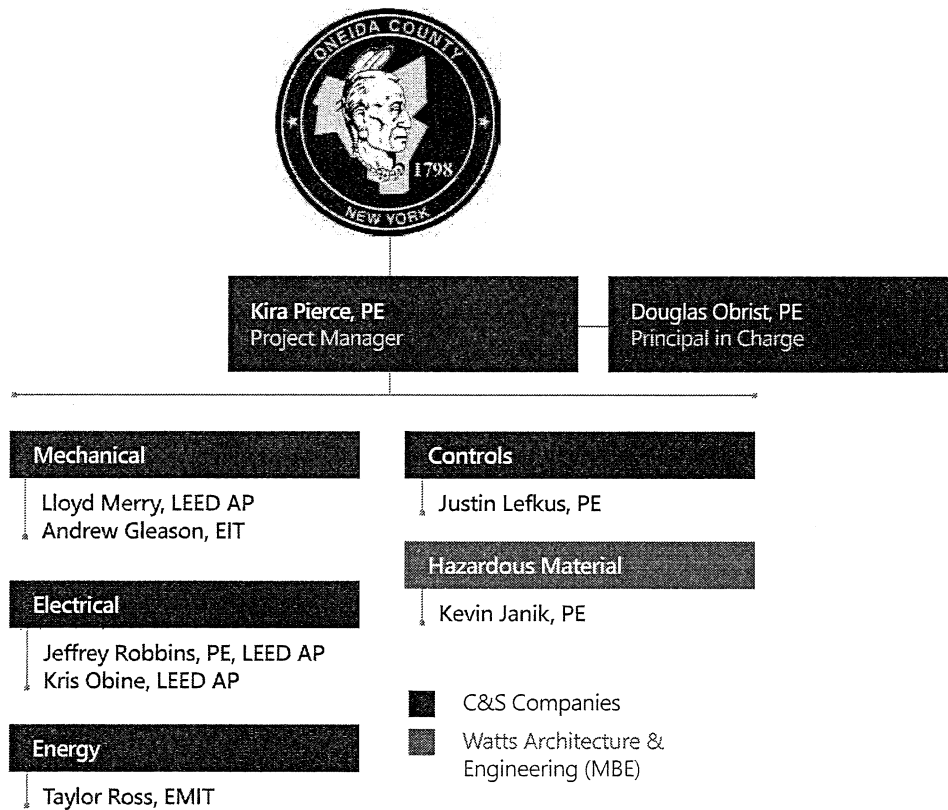
Contact:

Francis Ivanauskas, PE
(518) 689-2596

Section 4

Project Personnel

The organization chart below shows the team of architects and engineers that will be involved in this project. We have assembled an experienced in-house team that is competent with detailed design documents as well as in the field. Our streamlined team of experts has worked on new construction and rehabilitation projects across New York State. Resumes are included at the end of this section.





Kira Pierce, PE

Department Manager

Kira Pierce is a mechanical engineer with nearly 15 years of experience in project management, HVAC analysis and design, CADD and Revit documentation, and construction administration. Most of her career has been focused on projects for higher education and healthcare clients, where she has been the primary mechanical engineer and/or project manager.

Total Experience

13+ years

With C&S Since

2008

Education

Bachelor of Engineering,
Clarkson University, 2007

Registrations

Professional Engineer — NY

Software Skills

Auto Cad

Trane TRACE 700

Software

Revit

Experience

SUNY ESF, A/E Three Year Term Contract, Syracuse, NY—Term contract coordinator, project manager and lead mechanical engineer on term projects.

SUNY Oswego, A/E Three Year Term Contract, Oswego, NY—Term contract coordinator, project manager and lead Mechanical Engineer on term projects. Projects included multi-trade classroom, library and office renovations, replacing fan coil units and air handler coils for a dorm building, bathroom renovation and a student café. Cost \$750,000.

BL-1, SUNY Upstate Medical University, Syracuse, NY—Mechanical engineer to study replacement of existing air handlers in basement of main hospital. Study included determining all existing spaces served by the air handlers and calculations of loads required by current space users. Recommendations for replacement of the unit and system components were provided with the design requirement of keeping the hospital's 7 day/24 hour functions ongoing.

Health Services Facility, St. Regis Mohawk Tribe, Akwesasne, NY—Mechanical engineer for the expansion and renovation of the existing clinic building including primary care, dental, mental health, alcohol/substance abuse, outreach, laboratory, and pharmacy services.

GSA, FDA Campus, White Oak, Maryland—Mechanical engineer for numerous projects including a new central campus security building, a new handicap accessible building entrance, new UPS room to serve BSL-3 exhaust fan system, new air handling units to serve BSL-3 laboratories and radioisotope exhaust fume hood system.

Replacement of Underground Utilities and Site Enhancement, Morrisville State College, Morrisville, NY—Mechanical engineer for the replacement of medium temperature water, domestic hot water, and condensate lines in the main academic quad of the campus. Design coordinated with other utility replacements and landscaping improvements. Cost \$9 million.

Electric Feeder and Distribution System Rehabilitation, Morrisville State College, Morrisville, NY—Mechanical engineer for the design of upgraded ventilations systems in existing electrical vaults and HVAC systems for new switchgear building as part of the overall site electrical replacement. Cost \$12 million.





Douglas Obrist, PE

Service Group Manager/Sr. Principal Engineer

Doug Obrist is a principal engineer with more than 30 years of experience in electrical engineering and considerable expertise in both design and construction phase services. The major portion of his career has been devoted to the design of electrical systems for healthcare, educational, commercial, municipal, and industrial projects. He has expertise in electrical power systems, including systems analysis, power quality, load flow, short circuit, coordination, arc flash studies, and instrumentation design.

Total Experience

32 years

With C&S Since

2010

Education

B.S., Electrical Engineering,
Syracuse University

Registrations

Professional Engineer —
AZ, CA, MA, MI, NY, NC,
RI, TX

Organizations

Institute of Electrical and
Electronic Engineers IEEE
Power and Energy Society
PES

Training

SEL Product Training for
Symmetrical Components
and Transformer
Protection, NY, 2016

Experience

SUNY Oneonta Hunt Union College HVAC Equipment Replacement, Oneonta, NY—

Electrical engineer for the replacement of the HVAC equipment throughout the building. HVAC improvements warranted electrical service and distribution upgrades which included new medium voltage switch and transformer, distribution switchboards and replacement of the central battery system with an emergency generator. Cost: \$4.4 million.

SUNY Oneonta Netzer Hall Improvements, Oneonta, NY—

Electrical engineer for replacement of various lighting systems and motor control systems for HVAC equipment throughout the building. Additional design included the renovation of the existing data center to accommodate the needs of the college.

Restart Outpatient Clinic, Catholic Family Center, Rochester, NY—

Electrical Engineering for the electrical service upgrade and for the renovation of a vacant seven story 32,000 sq. ft. office building in downtown Rochester to create an outpatient alcohol/substance abuse clinic. Cost: \$8 million.

Ontario County, Chiller Study and Replacement, NY—

Electrical engineer for a study to explore four options to replace or modify existing chiller systems at the Courthouse, Municipal Building and Hopewell Building. Chosen option was for an air-cooled chiller system with remote evaporator bundle. Continued into design phase with electrical engineering for support of the chiller design. Construction Cost: \$1.2 Million

Times Union Center – Electrical Service and Generator Upgrade, Albany, NY—

Project Manager and Electrical Engineering for upgrade to the existing electrical service 34.5kV switchgear, transformers and emergency generator. A new electrical service and a 1500kW emergency generator that could provide power to the entire facility, including the fire pump. The new design included underground electrical vaults to house new 2.5 MW, 34.5 kV/480V transformers. A small addition for new electrical equipment was also designed to complement the existing building. The addition was necessary to allow needed phasing so that the interruptions to electrical service would be minimal. Space for the addition was also limited due to traffic needs for the facility and surrounding buildings. The final design met the expectations of the client by providing a functional path between the existing and new utility rooms and also provided additional parking for staff. Cost: \$2.5 million.





Lloyd Merry, LEED AP

Chief Engineer

Lloyd Merry has more than 35 years of experience in mechanical engineering with considerable expertise in both design and construction management. The major portion of his career has been devoted to the design of mechanical systems for healthcare, educational, commercial, municipal, and industrial projects. He also has expertise in the preparation of energy management systems and computer programmed energy load calculations.

Total Experience

35+ years

With C&S Since

2002

Education

A.A.S, SUNY Canton
Agricultural and Technical
College

Specialized Training

Trane, McQuay and
Carrier-HVAC Systems,
Equipment and Design
courses and seminars

eQUEST Energy Modeling
Software training course

Registration and Certifications

LEED Accredited
Professional, 2004

Experience

SUNY Oneonta Hunt Union College HVAC Equipment Replacement, Oneonta, NY—

Full design and construction for the replacement of the HVAC equipment. Construction cost \$2.8 million.

SUNY Oneonta, Hunt Union Cooling Tower Replacement, Oneonta, NY—

Mechanical design for the new rooftop cooling tower on the Hunt Union building. Construction cost \$184,000.

SUNY Oneonta Netzer Administration Building HVAC Upgrade Oneonta, NY—

Mechanical design for removal and replacement of HVAC and domestic HW equipment. Project included replacement of three (3) heating and cooling air-handling units, two (2) steam-water heat exchangers, circulation pumps and hundred and fifty (150) floor mounted fan coil units. Work also included new digital controls and installation of an instantaneous hot water heater. Mechanical construction cost: \$1 million.

Educational Center, Lewis County, Lowville, NY—

Mechanical engineer for the design and construction administration of a new 22,000-square-foot building that is the first higher education facility in Lewis County and houses educational spaces to be used by Jefferson Community College, Cornell Cooperative Extension, and BOCES. Spaces included technology and agricultural laboratory spaces and well as classroom and offices. The entire project was completed on an aggressive schedule of eight months from the kickoff of the conceptual design stage to substantial completion and beneficial occupancy of the building by the Owner. Cost \$2.1M

Ontario County, Chiller Study and Replacement, NY—

Lead HVAC engineer and Project Manager for preparation of a study to explore four options to replace or modify existing chiller systems at the Courthouse, Municipal Building and Hopewell Building. Chosen option was for an air-cooled chiller system with remote evaporator bundle. C&S continued into design phase. Construction Cost: \$1.2 Million

Health Services Facility, St. Regis Mohawk Tribe, Akwesasne, NY—

Mechanical Engineer for the expansion and renovation of the existing clinic building, including: primary care, dental, mental health, alcohol/substance abuse, outreach, laboratory, and pharmacy services.





Andrew Gleason, EIT

Mechanical Engineer

Andrew Gleason designs HVAC and plumbing systems in C&S's Education, Healthcare, and Public Facilities group. His responsibilities include the design of mechanical systems, generating heating and cooling load calculations, and conducting site visits on recently acquired projects. His project experience includes the following building types: laboratories, residence halls, healthcare, and industrial facilities.

Experience

SUNY Oswego High-Pressure Steam Manhole Replacement & Redesign, Oswego, NY—Design engineer for the redesign and replacement of four high-pressure steam manholes on the SUNY Oswego campus in Oswego, NY. Visited the site and entered two of the manholes to gather dimensions and photos of the deterioration of the cement structure and all piping within each manhole. Generated demolition and new work drawings using AutoCAD MEP for each submission over the course of the project.

Lewis County 2022 Facilities Improvement Project, Lowville, NY—Provided mechanical and plumbing design in the Department of Social Services, Highway Garage, Maintenance, and Washbay buildings for Lewis County in Lowville, New York. Utilized Revit in the modeling of HVAC and Plumbing systems throughout each building.

Fulton Campus AMI, Cayuga CC, Fulton, NY—Provided assistance throughout the renovation and redesign of an old department store. The space was turned into a manufacturing facility for college students. Assisted with load calculations, equipment selection, and drawing. Utilized Revit 2020 throughout the project. Generated specifications for each piece of equipment and construction.

Massena Virtual Training Center, N.K. Bhandari, Massena, NY— Design engineer for the HVAC systems in the brand new Massena Virtual Training Facility in Massena, NY. Utilized Carrier HAP program to generate heating and cooling loads for each of the spaces throughout the facility. Utilized Revit 2021 to design the indoor air handler and air distribution system throughout each of the spaces in the facility.

St. Lawrence Staff Residences, DASNY, Ogdensburg, NY—Conducted site work and generated both architectural and mechanical drawings for each of the seven staff residence buildings. Examined existing conditions and systems before creating demolition and new work models in AutoCAD. Analyzed various systems to be used for future heating and cooling of the residence buildings.

SRAA Office Expansion Project, Syracuse, NY— Provided mechanical design throughout the airport authority's office space at the Syracuse Hancock International Airport. New office space was supplied with a dedicated VAV and controls. Modeled all ductwork and VAV based on new floor plan in Revit. Constructed a systems design report on heating and cooling loads for each new office using Carrier HAP.

HUD Weaver Building, Washington, D.C.— Provided assistance throughout the renovation and redesign of the 7th floor office and collaborative space by calculating heating and cooling loads for each zone. Utilized Carrier HAP program to generate heating and cooling loads for each of the spaces on the 7th floor of the building which were in the scope of the project.

Total Experience

1 year

With C&S Since

2019

Education

Bachelor of Science,
Mechanical Engineering,
University at Buffalo, 2020

Bachelor of Science,
Physics, SUNY College at
Cortland, 2019

Registrations

Engineer in Training - NY

Organizations

ASHRAE Associate
Member - 2020





Jeffrey L. Robbins, PE, LEED AP

Senior Principal Engineer

Jeff Robbins has 42 years of experience in consulting engineering. His responsibilities include the study, design, quality control, and project management of various electrical and multi-discipline projects. Technical expertise includes site primary electrical distribution, building power distribution, power generation, renewable energy, interior lighting, exterior lighting, energy conservation studies, and value engineering.

Total Experience

42 years

With C&S Since

1979

Education

A.A.S., Electrical Engineering
Technology, SUNY Canton
College of Technology

Continuing Education at
Onondaga Community
College and Syracuse
University

Registrations

Professional Engineer — NY

LEED Accredited
Professional

Organizations

The Association of Higher
Education Facilities Officers
(APPA)

Society for College and
University Planning (SCUP)

Experience

Multiple Building Renovations, SUNY Oneonta, Oneonta, NY—C&S has completed multiple building renovation projects at SUNY Oneonta which included short circuit, device coordination, and arc flash studies as part of the projects. Projects include Hunt Student Union and Bugbee Hall. Cost \$8.5 million.

Campus-Wide Infrastructure Improvement—Electrical Capacity, SUNY at Oswego, Oswego, NY—Project manager and principal electrical engineer in the design to expand the capacity of the existing distribution system for the campus including the addition of a 7.5MVA medium voltage transformer and 13.2kV distribution switchgear. Coordination with National Grid required. Cost: \$2.5 million.

Multiple Building Renovations, SUNY Oneonta, Oneonta, NY, 2019—C&S has completed multiple building renovation projects at SUNY Oneonta which included short circuit, device coordination, and arc flash studies as part of the projects. Projects include Hunt Student Union and Bugbee Hall. Cost \$8.5 million.

West Point Utility Master Plan, US GSA Term Contract, NKB Architecture & Engineering, Zone 2 Northeast US, Ongoing—C&S project manager for a utility master plan at the US Military Academy at West Point. This utility master plan identifies particular utility project needs that relate to various building improvement projects that are planned from 2019 to 2035. Provided planning strategies for the site electrical distribution system and microgrid, as well as thermal and chilled water systems.

Phase 2 Site Improvements, SUNY Brockport, Brockport, NY—Lead electrical engineer on overall site utility replacement and surface improvements for approximately one-half of the North Campus. Electrical work includes installation of new medium voltage ductbank, upgrading service voltage from 4.8 kV to 13.2 kV, replacement of all North Campus building transformers, and selected replacement of building switchgear. Project divided into three phases for construction. Electrical phase currently under design. Cost \$16 million.

Site Utility Replacements and site improvements, SUNY Alfred, Alfred, NY—Lead electrical engineer on overall site utility replacement and surface improvement projects across the campus. Electrical work include second 12.47 kV electrical service from utility, replacement of medium voltage ductbank system, and cable replacement. Project will be divided into multiple phases. Project currently under design. Cost for first phase \$16 million





Kristian S. Obine, LEED AP

Chief Electrical Engineer

Kris Obine is an electrical engineer in the Education, Healthcare & Public Facilities Group. With more than 25 years of experience, Kris has extensive experience in all phases of the design and construction process, including infrastructure evaluations, cost estimating, design build, construction administration, and project management. His projects include college and university, education, municipal, commercial, retail, courthouse, government, and healthcare facilities.

Total Experience

25+ years

With C&S Since

2017

Education

B.S., Electrical Engineering
Technology, Rochester
Institute of Technology,
1995

Registrations

LEED Accredited
Professional

Experience

SPD A/E IDIQ Term Contract, NKB Architecture & Engineering, US GSA, Zone 2, NorthEast US, Ongoing—Electrical engineer for various projects through a five year-term contract. Clients include FDA, GSA, for general building and lab renovations.

FDA Campus, GSA, White Oak, MD—Electrical engineer for numerous projects at the campus. Projects included power for new air handling units to serve BSL-3 laboratories and radioisotope exhaust fume hood system, lighting upgrades for a roadway expansion at building 75, lighting and power design for the expanded truck screening and visitor entrance security checkpoints, new sidewalk and parking lot lighting at Dahlgren Road, power for the campus fitness trail canopy and bathrooms, conference room renovations at Building 51, and a new storage building at the AEDC.

Ronald Reagan Bldg. and International Trade Center, GSA, Washington, DC—Electrical engineer responsible for the renovation of a 35,000-square-foot Customs and Border Patrol office space. The design included a raised floor modular power distribution, LED lighting, and low voltage controls.

Customs and Border Patrol (CBP), GSA, Overton Crossings, NY—Electrical engineer responsible for a building evaluation and contract documents for a renovation of the Overton Land Point of Entry (LPOE) at the USA/Canada border crossing building at Overton Crossings, New York. Kris was also responsible for a building evaluation for the LPOE at Rouses Point, New York. Work included a study for a new LPOE building at Rouses Point, New York.

Education Center, Lewis County, Lowville, NY—Electrical engineer for the new 22,000-square-foot higher education facility for the Jefferson Community College, Cornell Cooperative Extension, and the Board of Cooperative Education Services (B.O.C.E.S.). This facility is the first higher education facility in Lewis County and was completed on an extremely aggressive schedule. The entire project was completed in a total of eight months from the kickoff of the conceptual design stage to substantial completion.

Health Clinic Renovation, Oneida County, Utica, NY—Electrical engineer for Oneida County's medical clinic in Utica, New York. The project renovates ca. 12,200 square feet on the first and second floors of this 1929 building for outpatient clinic and offices, including upgrades to all building systems. The design included power and lighting as well as an electric service upgrade from single phase to three phase to support the new elevator.





Taylor Ross, EMIT

Mechanical Engineer

Taylor Ross is an engineer who has been working at C&S for 2 years. At C&S, she has been involved with working on HVAC systems. In particular she has experience in energy related projects such as energy audits, energy modeling, and sustainable master plans. This type of work was done at universities, airports, office buildings, healthcare facilities, manufacturing plants, and multifamily residential buildings. She also has experience in using computer aided design programs for model creation and analysis such as eQuest, Revit, Solidworks, Inventor; as well as a basic knowledge of Python programming for data analysis.

Total Experience

2 years

With C&S Since

2019

Education

B.S. Mechanical
Engineering, Rensselaer
Polytechnic Institute

A.S. Mechanical
Engineering, SUNY
Adirondack

Registrations

Energy Manager in
Training (EMIT),
2020

Organizations

Society of Women
Engineers, 2016 - 2020

Skills

eQuest

Revit

Inventor

Solidworks

NX

Python

Experience

Campus Energy Use Analysis and Meter Verification, Rochester Institute of Technology, Rochester, NY— Performed a long-term energy study, verifying over 300 energy meters needed to collect energy usage and demand data for over 50 buildings on the main campus including electric, natural gas, medium temperature hot water, and chilled water meters. Once verified, C&S collected 12 months of data from these meters and benchmarked each of the buildings. C&S performed an energy audit on one building at the end of the study. Over 4.7 million square feet of academic, dormitory, athletic, and student housing space is included as part of this study. A 74% cost share from the NYSERDA REV Campus Challenge program was obtained to help cover the \$200,000 effort.

Energy Efficiency Study - The College of Saint Rose, Albany, NY 2020—Performed an energy benchmarking effort on the 90+ buildings on the 4,000 student campus. In addition, a Level 1+ energy audit was performed on the 60,000 square foot Thelma P. The final report provided benchmarks for each building on the campus including Energy Usage Indices (EUIs) and comparisons of these buildings within building type (i.e. comparing residence halls to each other). A 60% cost share through the NYSERDA FlexTech program was obtained to help cover the cost of this effort.

Sustainable Master Plan, Philadelphia International Airport, Philadelphia, PA— Recommendations from past energy audit were re-investigated in order to aid the Philadelphia International Airport in making sound financial investments in their mechanical and electrical infrastructure. Cost estimates and energy savings for various energy conservation measures were re-calculated, used to help secure FAA Section 512 funding for the airport. In addition, this effort looked at potential investment in renewables, including on-site solar, geothermal, and co-generation. Cost: \$99,250.

ASHRAE Level III Energy Audit, City of Glens Falls, Glens Falls, NY—Performed an ASHRAE Level III energy audit for the City Hall Building and a targeted Level II audit for the Cool Insuring Arena in accordance with NYSERDA's FlexTech program. eQuest was used to create an energy model of the 30,000 square foot Neoclassical-style City Hall originally constructed in 1900. This model was used to compare the existing facility to various proposed measures. The existing HVAC system consisted of a gas fired boiler serving perimeter heat, window A/C units, and a defunct air cooled chiller serving abandoned AHUs. The recommended system was a VRF system that would enable the City Hall to become a Net-Zero carbon ready building. C&S obtained a 100% cost share through the NYSERDA FlexTech program to help cover the \$38,000 cost.





Justin Lefkus, PE

Controls Engineer

Justin Lefkus has more than 11 years of experience as a mechanical engineer, with responsibilities including facility assessments, project management, design, and construction. Justin is currently the controls manager in the Operations Company and leads the development and implementation of projects in building automation systems along with the growth and development of industrial automation capabilities. His project experience includes healthcare facilities, college campus buildings, K-12 schools, residential facilities, office buildings, airports, and manufacturing facilities.

Total Experience

11+ years

With C&S Since

2009

Education

M.S., Engineering
Management, Syracuse
University

B.S., Mechanical
Engineering, Syracuse
University

Registrations and Certifications

Professional Engineer — NY

Niagara AX/N4 Certified

Niagara 4 Analytics Certified

Honeywell CIPer Certified

Experience

Legislative Office Building HVAC Controls Installation & Upgrade, Oswego County, Oswego, NY—Designed and managed the installation of a brand new building automation system. Site included multiple additions and stand-alone HVAC systems that were integrated into a single front end using the Niagara and Honeywell platforms.

Building Automation Integration and Upgrade, CBRE Richmond, Rochester, NY—Designed and managed the integration and upgrade of an office building automation system through the installation of a new Niagara front end. Carrier Comfort Network (CCN) equipment was integrated and IP-based Distech equipment was installed to replace outdated and broken hardware. The client has remote access on mobile devices and alarming through text message and email alerts. C&S currently holds a maintenance contract with the client.

Building Automation Integration and Upgrade, CBRE Richmond, Rochester, NY—Designed and managed the integration and upgrade of an office building automation system through the installation of a new Niagara front end. Carrier Comfort Network (CCN) equipment was integrated and IP-based Distech equipment was installed to replace outdated and broken hardware. The client has remote access on mobile devices and alarming through text message and email alerts. C&S currently holds a maintenance contract with the client.

PON 4, Madison County Office Complex, Wampsville, NY—Performed the tasks involved with completing a PON 4 including Energy Star Benchmarking as well as energy evaluations of multiple buildings' mechanical systems. Completed an RFP 10 study and application for the facility, which has since been approved by NYSERDA.

Energy Performance Contract, Hammondsport Central School District, Hammondsport, NY, Ongoing—Designed and managed the integration and expansion of the facility building automation system. Numerous pieces of Alerton equipment as well as a new Patterson Kelly boiler system were integrated. Niagara and Honeywell controls hardware was newly installed to take control of equipment that was controlled by obsolete hardware. A new Niagara front end was installed to manage the site through one browser, including remote access on mobile devices and alarming through text message and email alerts.





Kevin P. Janik, P.E.

Principal | Senior Environmental Engineer

SUMMARY OF EXPERIENCE

Mr. Janik routinely provides asbestos/environmental consulting services including preparation of contract documents and variance petitions, asbestos/environmental investigations and sampling services. He has worked for DASNY, SUCF, OGS, NYSDOT, NYSED, VAMC, GSA and various municipalities and private clients. His specific project experience includes:

SUNY Albany, Construct ETEC Building, Albany, NY - The State University Construction Fund (the "Fund") is constructing the new Emerging Technology and Entrepreneurship Complex (E-TEC), to be built on 12 acres in the southwest corner of the Harriman Campus. When completed, the 235,000-square-foot building will house the new College of Homeland Security, Emergency Preparedness and Cybersecurity, the Department of Atmospheric and Environmental Sciences, the Atmospheric Sciences Research Center, other weather researchers and private partners. Mr. Janik is the Project Manager and also responsible for Environmental Design.

SUNY at Binghamton, Rehabilitate Lecture Hall Student Wing, Contract Number: 07A43, Binghamton, NY – In conjunction with planned renovations to the 60,000 square foot Lecture Hall Student Wing, Watts conducted a comprehensive investigation of asbestos-containing materials (ACMs), lead-based paint (LBP) and polychlorinated biphenyls (PCBs) in caulks and sealants, as part of the investigative phase. Numerous ACMs, LBPs and/or PCB-containing materials were identified that required special handling and disposal considerations. Watts prepared abatement contract documents, including drawings and specifications, for submittal with the project bid package. In addition, Watts performed plumbing and fire protection design services. Mr. Janik was the overall project manager responsible for management and environmental QA/QC.

SUNY College at Brockport, Asbestos Services for the Fire Alarm/HVAC Upgrades, Brockport, NY - The State University Construction Fund (SUCF) conducted renovations to the Tower Fine Arts Center at the SUNY College at Brockport. Watts conducted the asbestos-containing material (ACM), lead-based paint (LBP) and PCB caulk surveys of Tower Fine Arts, Smith Hall and Edwards Hall as part of a Program Study. This project included the preparation of separate contract documents for the renovation of Tower Fine Arts and some required swing spaces. Watts' design scope included ACM, LBP and other hazardous materials that were disturbed as part of the renovations. Mr. Janik was the Project Manager responsible for the asbestos survey and design.

SUNY at Buffalo South Campus, Renovation of Acheson Hall, Buffalo, NY - KaPoor Hall, a 148,500 SF building which has been decommissioned for several years, was renovated to serve as a School of Pharmacy, Pharmaceutical Sciences and associated laboratories for the SUNY Buffalo South Campus. The overall scope of the project involved the complete remediation and interior demolition of the existing architecture, MEP systems and environmental analysis and abatement of interior conditions of this 148,500 SF building. Watts performed the surveys for asbestos, lead-based paint, mold, PCB caulk and hazardous materials and site and fire protection engineering along with the landscape architecture. Mr. Janik was the Environmental Engineer responsible for the asbestos/PCB caulk surveys and asbestos/PCB caulk/mold/hazardous materials design.

Delhi College of Technology, Renovate Smith Hall - Phase II, SUCF Project No. 25287, Delhi, NY - The State University Construction Fund (SUCF) and SUNY Delhi performed renovations to Smith Hall. Prior to construction, surveys for asbestos-containing materials (ACM), lead-based paint (LBP) and caulks containing polychlorinated biphenyls (PCBs) were performed. These materials were identified to protect the health and safety of the building occupants and contractors during construction. Since ACM, LBP and PCB were removed as part of this project, design documents were prepared indicating the scope of services for the abatement/remediation. Mr. Janik was the Project Manager responsible for overall project management and QA, QC.

EDUCATION

Bachelor of Science,
Environmental Engineering,
SUNY at Buffalo

Master of Science,
Environmental Engineering,
Montana Tech of the
University of Montana

Bachelor of Science,
Business Administration,
SUNY at Buffalo

PROFESSIONAL LICENSES

Professional Engineer,
New York

PROFESSIONAL CERTIFICATIONS

HAZWOPER Certification
and 8 Hour Annual
Refresher Training

NYSDOL Certified Asbestos
Project Designer, Inspector,
Project Monitor and Air
Sampling Technician

NYC Asbestos Investigator

EPA Accredited Lead
Inspector, Risk Assessor

PROFESSIONAL EXPERIENCE

24 years



Excellence in all we do.

WATTS Architecture & Engineering

Subconsultants

MBE/WBE/SDVOB Commitment

At C&S we work hard to provide staffing plans including M/WBE and SDVOB subconsultants to not only exceed the goals, but to offer the best team possible for Oneida County. We believe that the best projects are delivered by a dedicated team of professionals with broad experience and perspective that brings diverse and important view-points to the table. The numerous subconsultants that we have listed in this proposal cover a wide range of services and provide good geographical coverage of the state. We have been engaged with the majority of these subconsultants on previous projects and we are excited to bring in some new subconsultants that we feel will strengthen our team.

M/WBE Coordinator

C&S is proud to have a centralized, management level member of our staff who oversees and ensures our compliance with the State's D/M/W/BE goals. A veteran of New York State Government, Kai Earle Marion maintains C&S's subconsultant database and works closely with our business development staff to coordinate teaming opportunities on state and local projects.

Ms. Earle Marion also interfaces and establishes relationships with client compliance officers and tracks and reports on our performance on a per-project basis. It is her absolute priority and responsibility at C&S to help us ensure we are expending every effort to achieve compliance with the State's D/M/W/BE goals and objectives.



Kai Earle Marion
Sr. M/WBE Diversity
Coordinator

Watts Architecture & Engineering (MBE)

Watts Architecture & Engineering is a full service, minority-owned architecture and engineering firm with over 100 employees. The firm was founded in 1986 as a sole-proprietorship, environmental engineering firm. Watts has evolved into a full service architecture and engineering design firm, with three office locations; Buffalo (Headquarters), Syracuse, and New York City.

Watts supports a staff of 18 engineers and technicians who are proficient in the design of mechanical, electrical and plumbing/fire protection (MEP) systems for buildings. Their MEP staff includes five licensed professional engineers, four LEED® accredited design professionals, two Certified Energy Managers and two NICET Certified Fire Protection Technicians.



Section 5

Fee Proposal

We understand the scope of this project is to include the following:

Scope

A. RTU Replacement @ 301 W. Dominic Street:

1. Remove existing McQuay rooftop unit and replace with equivalent output unit
2. Including BTU rating and CFM output
3. Unit designed for cooling and dehumidification only
4. Economizing and dehumidification functions available year-round
5. The new unit shall be network and individually controlled via computer software on the local data network
6. Unit shall have direct Ethernet connection capability
7. Software shall be connected to all points to allow full control while also notifying of active status and alarms
8. Replacement or modification of current roof curb adapter shall be the responsibility of the contractor
9. Roof shall be fully modified, repaired, and sealed at end of project.
10. Temporary HVAC unit is needed for length of project

B. Chiller Replacement @ 800 Park Avenue:

1. Remove existing Chiller #1 and replace with equivalent chiller unit
2. Unit cooling rate equal to or exceed previous unit
3. Unit shall be installed in-line with existing cooling tower system
4. All equipment shall be network and individually controlled via software from a computer on the local area data network
5. Unit shall have direct Ethernet connection capability
6. Software shall be connected to all points to allow full control while also notifying of active status and alarms
7. Any existing piping modifications shall be the responsibility of the contractor

C. Chilled Water Coil Replacement @ 800 Park Avenue:

1. Remove and replace existing chilled water coils in AHU-East & AHU-West
2. Temporarily remove all piping, framework, or other obstacles to safely remove existing coils
3. All items will be replaced back to original location at end of project
4. Install manual service shut-off valves to all piping leading to and from chilled water coils (if not already in place)

D. Adding AC @ 6075 Judd Road:

1. Add air-conditioning to two (2) linear units, C-Block and H-Block
2. Split unit(s) recommended
3. All indoor equipment is required to be tamper resistant
4. Unit(s) shall be network and individually controlled via computer software on the local data network
5. Unit(s) shall have direct Ethernet connection capability
6. Software shall be connected to all points to allow full control while also notifying of active status and alarms

E. Generator Repair @ 6075 Judd Road:

1. Repair or replace all damaged/worn parts including but not limited to: radiator, all gauges, all fans and louvers, tanks, actuators, or valves
2. Temporary generator required for length of repair

F. HVAC Network Controls @ 120 Base Road:

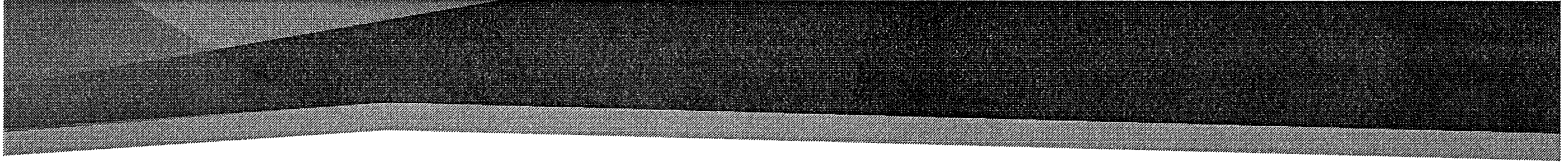
1. Install all necessary equipment to monitor and control all HVAC equipment remotely through the local data network
2. Software shall be connected to all points to allow full control while also notifying of active status and alarm

G. HVAC Network Controls Upgrade @ 235 Elizabeth Street:

1. Replace or install all necessary equipment to monitor and control all HVAC equipment
2. Including but not limited to: all heat pumps, boilers, air handling units, cooling tower, heat recovery system, dampers, valves, and sensors
3. Software shall be connected to all points to allow full control while also notifying of active status and alarms

H. RTU Upgrade @ 300 W. Dominic Street:

1. Install all necessary equipment to monitor and control all HVAC rooftop units remotely through the local data network.
2. Including but not limited to: all dampers, valves, and sensors

- 
3. Install variable speed drives on all rooftop unit's supply fans
 4. Software shall be connected to all points to allow full control while also notifying of active status and alarm

Project Development and Phasing

A. Program Development Phase

1. Attend project kick-off meeting (in person)
2. Review existing HVAC drawings
3. Conduct existing building survey of the HVAC system (at 6 locations)
4. Provide a review of any permits that may be needed
5. Provide a report summarizing field investigation findings
6. Provide a hazardous materials survey and report

B. Design Development Phase

1. Provide professional engineering services as required for replacing the HVAC systems for each of the locations mention above in the scope section
2. Provide engineering design documents for each location mentioned above in the scope section
3. Provide hazardous materials containment and abatement plans
4. Provide design review documents at 60% complete, including demolition drawings, new construction drawings, phasing plans, cost estimate, and specifications
5. Attend design development submission review meeting (in person)
6. Attend bi-weekly design meetings (virtually), assume two (2) meetings between on-site kickoff and 60% review submission.

C. Contract Document Phase

1. Incorporate all design development comments into a 100% contract document submission set
2. Provide 100% construction documents for review, which will include demolition drawings, new construction drawings, construction phasing plans, cost estimate, and specifications
3. Attend 100% document submission review meeting (in person)
4. Attend bi-weekly design meetings (virtually), assume two (2) meetings between 60% review meeting and 100% review meeting.
5. Incorporate all final comments into final signed bid documents
6. Provide final bid level construction documents, which will include demolition drawings, new construction drawings, construction phasing plans, cost estimate, and specifications

D. Bid Phase

1. Attend a pre-bid walk through (in person)
2. Provide addendums as required during bidding
3. Assist with recommendations regarding the award of the bid contract

E. Construction Phase

1. Addend a pre-construction meeting (in person)
2. Review submittals, RFIs, and shop drawings
3. Attend bi-weekly construction meetings (virtually) assuming 6
4. Prepare and issue meeting minutes
5. Review and approve contractor's payment applications
6. Provide a final punch-list walk through
7. Provide as-built drawings

Assumptions & Exclusions

1. We will perform all field investigations and document the identified existing conditions on our design plans. We will rely on building personnel to gain access to work scope areas. Each project listed in the scope section above may be submitted as separate bid documents.
2. Electrical, Structural and architectural design will be completed as required to accommodate HVAC upgrades
3. All comments from design reviews will be incorporated into final construction documents
4. We will provide six (6) site visits
5. We will provide ten (10) bi-weekly virtual meetings
6. Oneida County will provide front end for bid specifications
7. Oneida County will provide us with existing building drawings including CAD floor plans if available

Fee

Our proposed fee for professional engineering and construction administration services for the scope listed above is \$60,083 lump sum. We can begin immediately upon assurance of a PO to follow.

If you need any additional information or clarification, please call.



Labor Tasks	Base Hourly Rate	Principal	Managing Engineer/Architect	Chief Engineer/Architect	Senior Project Engineer/Architect	Project Engineer/Architect	Senior Designer	Engineer/Architect	Staff Engineer/Architect	Designer	SBO Costs	Labor Total		Staff Loaded	Payment Type	
		\$208.00	\$173.00	\$182.00	\$160.00	\$147.00	\$118.00	\$118.00	\$105.00	\$105.00	Hours	Costs				
Program Development Phase																
Kick off meeting & Site Visit				8									8	\$1,456		
Permit & Code Review				4									4	\$728		
Phasing Schedule				4									4	\$728		
Field Investigation Report				4									4	\$728		
Development of existing backgrounds									16				16	\$1,680		
Project Management			8										8	\$1,384		
Watts - Building Survey											\$2,500.00		8	\$2,500		
Subtotal															\$9,204	
Design Development Phase																
HVAC Calculations				4						2			6	\$938		
Mechanical Specifications				12									12	\$2,184		
Electrical Specifications				4									4	\$728		
Mechanical drawings				8					16				24	\$3,136		
Electrical Drawings				8					12				20	\$2,716		
Architectural & Structural Support documents				8						4			12	\$1,876		
Cost Estimate				4						4			8	\$1,148		
QA/QC		4											4	\$832		
Design Review Meeting				8									8	\$1,456		
Project Management			8	8									16	\$2,840		
Watts											\$2,500.00		16	\$2,500		
Subtotal															\$20,354	
Construction Document Phase																
Mechanical Specifications				8									8	\$1,456		
Electrical Specifications				4									4	\$728		
Mechanical drawings				8					16				24	\$3,136		
Electrical Drawings				4					8				12	\$1,568		
Architectural & Structural Support documents				8									12	\$1,876		
Cost Estimate				2									2	\$364		
QA/QC		4											4	\$832		
100% Design Review Meeting				8									8	\$1,456		
Final Bid Documents				8						4			12	\$1,876		
Project Management			8	8									8	\$1,384		
Watts											\$1,500.00		8	\$1,500		
Subtotal															\$16,176	
Bid Phase																
Pre-Bid Meeting				4									4	\$728		
Addendums				4						4			8	\$1,148		
Evaluations and Recommendations of bidders				2									2	\$364		
Project Management			8	2									8	\$1,384		
Watts												825	8	\$825		
Subtotal															\$4,449	
Construction Administration Phase																
Pre-Construction meeting				4									4	\$728		
Respond to Submittals									12				12	\$1,260		
Respond to RFIs									8				8	\$840		
Construction meetings (12 virtually)				16									16	\$2,912		
Final Construction Punch-list				8									8	\$1,456		
Project Management			8	8									8	\$1,384		
Watts											\$1,000.00		8	\$1,384		
Subtotal															\$9,580	
Subtotal															\$9,580	
Labor Tasks Totals:																
			4		160					118			15,736	302	\$68,763	LS
Reimbursables																
Mileage - Design (\$0.58/mile)	\$320															
Subsistence	\$0															
Parking	\$0															
Reproduction																
Subtotal Reimbursables:	\$320														\$320	LS
TOTAL AMENDMENT No.:																
															\$69,083	LS



**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:

1	Lump Sum Fee, Basic Services	\$ 60,083.00
AMC Identification & Abatement Design		
2.1	Hourly Rate, Inspector	\$ 120.00
2.2	Hourly Rate, Designer	\$ 120.00
2.3	Hourly Rate, Clerical	\$ 100.00
2.4	Each, PLM Sample	\$ 7.00
2.5	Each, PLM (NOB) Sample	\$ 12.00
2.6	Each, TEM (NOB) Sample	\$ 22.00
2.7	Each, TEM Sample	\$ 22.00
2.7	Lump Sum Fee, ACM abatement design	\$ 12,675.00
2.8	Each, AMC Abatement Site Specific Variance	\$ 1,000.00
ACM Project Monitoring & Air Sampling		
3.1	Hourly Rate, Project Monitor	\$ 57.00
3.2	Overtime Hourly Rate, Project Monitor	\$ 67.00
3.3	Hourly Rate, Air Sampling Tech.	\$ 57.00
3.4	Overtime Hourly Rate, Air Sampling Tech.	\$ 67.00
3.5	Each, PCM Air Sample*	\$ 7.00
3.6	Each, TEM Air Sample*	\$ 7.00

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

Signee

C&S Engineers, Inc.

Name: Douglas Obrist, PE

(Legal Name of Person, Firm or Corporation)

Title: Service Group Manager/Sr. Principal Engineer

Signature: 

Date: 3/1/22

Section 6

Required Forms

Signed Exhibits A-E can be found on the following pages.

**APPENDIX B
PUBLIC CONTRACT
NON COLLUSION STATEMENT**

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 preformed 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:

(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:

(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 consider 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 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 list, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price list for such items, or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (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 preformed or to be performed or good 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 provision of section 103-d of the General Municipal Law.

(s) C&S Engineers, Inc.

Legal name of person, firm or Corporation

By:  President and CEO
Title

Dated: 3/1/22

SIGN AND RETURN WITH BID SHEETS

APPENDIX C
CORPORATE RESOLUTION

It is hereby resolved that John D. Trimble is authorized to sign the bid or proposal of this Corporation for the following project:

~~Bid Reference No 2118~~ Mechanical Improvements - Multiple
~~Construction Materials~~ Locations

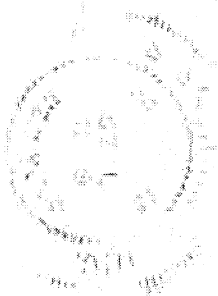
and to include in such bid or proposal the certificate as to non-collusion required by section One Hundred Three (103D) of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.


The foregoing is a true and correct copy of the resolution adopted by:

C & S Engineers, Inc.

Corporation at a meeting of its Board of Directors on the 12th day of July,
2021.

(Seal of Corporation)





Asst. (Secretary)

APPENDIX D
CONTRACTORS RECYCLING AND SOLID WASTE MANAGEMENT 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.
- (c)

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."

John Trimble

Name (Printed)

President and CEO

Title



Signature

Date

SIGN AND RETURN WITH BID

APPENDIX E
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to New York State Finance Law § 165-a and New York General Municipal Law § 103-g the Office of General Services (OGS) 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.

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 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, 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.

John Trimble
Name (Print)

President and CEO
Title


Signature

Date


Sign and Return With Bid Sheet

APPENDIX F
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.

John Trimble _____
Name (Printed)

President and CEO _____
Title

 _____
Signature

Date

SIGN AND RETURN WITH BID SHEET

APPENDIX G
PROHIBITION OF 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.

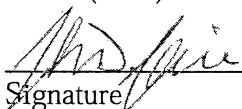
Certification of the Prohibition on Purchase of Tropical Hardwoods

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

John Trimble
Name (Print)

President and CEO
Title


Signature

Date

Sign and Return With Bid Sheet



**ONEIDA COUNTY
DEPARTMENT OF PLANNING**

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive

James J. Genovese II
Commissioner

May 26, 2022

FN 20 22-224

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

PUBLIC WORKS

WAYS & MEANS

Re: Local Waterfront Revitalization Grant Application
Consolidated Funding Application (CFA) Program 2022

Dear County Executive Picente:

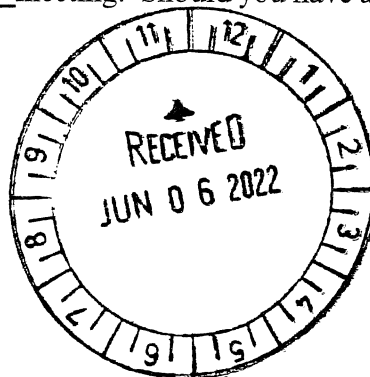
Governor Hochul announced the availability of grants for local governments to help pay for Local Waterfront Revitalization Program (LWRP) components in the 2022 Consolidated Funding Application (CFA). The New York State Department of State (DOS) is requesting proposals with the goal of developing a planning project, to include a Watershed Management Plan, that identifies and prioritizes land uses and capital projects to reduce point and nonpoint source pollution, and protect or restore water quality, tributary corridors and aquatic habitats. The Oriskany Creek has multiple locations that would benefit from this funding and the Oriskany Creek Watershed Commission (OCWC) is requesting that Oneida County apply for these funds on their behalf to develop a watershed management plan.

The DOS program requires a local match of 25% that will come from the OCWC utilizing Oneida County Flood Mitigation Program funding. Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application on behalf of the OCWC to the NYS DOS Local Waterfront Revitalization Program for an amount not to exceed \$100,000.

Since the deadline for applications in the CFA is July 29, 2022, it is essential that the Board of Legislators take action on this matter at their July 13th meeting. Should you have any questions regarding this matter please contact me.

Sincerely,

James J. Genovese, Jr.
Commissioner
Oneida County Department of Planning



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

Anthony J. Picente, Jr.
County Executive

Date 6-6-22

ONEIDA COUNTY BOARD OF LEGISLATORS

RE: AUTHORIZATION TO FILE A CONSOLIDATED FUNDING APPLICATION WITH THE NEW YORK STATE DEPARTMENT OF STATE THROUGH THE LOCAL WATERFRONT REVITALIZATION PROGRAM

WHEREAS, The Oneida County Planning Department is submitting a request to file a Consolidated Funding Application with the New York State Department of State through the Local Waterfront Revitalization Program, for an amount not to exceed \$100,000, for the development of a Watershed Management Plan for the Oriskany Creek Watershed

WHEREAS, The required twenty-five percent (25%) local share of the capital investment project total costs will be provided by the Oriskany Creek Watershed Commission, with the State share being seventy-five percent (75%), now, therefore, be it hereby

RESOLVED, That the Oneida County Executive is hereby authorized to act on behalf of Oneida County to sign the consolidated application and progress and complete the above named projects, and be it further

RESOLVED, That the Oneida County Executive is authorized to execute and file with the consolidated application the annual certifications and assurances and other documents the New York State Department of State requires before or in conjunction with awarding a grant or cooperative agreement, and it is further

RESOLVED, That the Oneida County Executive is authorized to sign any contracts or agreements between the County of Oneida and the New York State Department of State or the Third Party contractor necessary to facilitate the completion of the project, subject to the approval of the Oneida County Attorney.

APPROVED:

DATED:

ONEIDA COUNTY

DEPARTMENT OF EMERGENCY SERVICES

Anthony J. Picente, Jr.
County Executive

FIRE COORDINATOR

911 CENTER

STOP-DWI PROGRAM

Edward T. Stevens
Director

120 Base Road * Oriskany, New York 13424
Phone: 315-765-2526 * Fax: 315-765-2529



FN 20 22-225

June 10, 2022

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

Attached, please find a template agreement between the Oneida County through its Stop DWI Program and various police agencies within Oneida County for conducting DWI Selective Enforcement Patrols, testifying in resulting criminal proceedings and related training.

Oneida County Stop DWI Program intends to use this template agreement to contract with the following police agencies for the amounts listed for 2022;

Kirkland Police Department, PO Drawer B, Clark Mills NY 13321	\$ 3,126.44
New Hartford Police Department, 8635 Clinton St, New Hartford NY 13313	\$ 7,133.29
New York Mills Police Department, 3 Maple Street NY Mills NY 13417	\$ 5,352.47
Oneida County Sheriff's Department, 6065 Judd Rd, Oriskany NY 13424	\$ 150,000.00
City of Rome Police Department, 301 N James Street Rome NY 13440	\$16,483.00
City of Utica Police Department, 413 Oriskany St W; Utica NY 13502	\$18,263.02
Whitestown Police Department, 8539 Clark Mills Rd; Whitesboro NY 13492	\$ 4,016.85
Yorkville Police Department, 30 Sixth Street; Yorkville NY 13495	\$ 10,624.93

The total amount for all police agencies will be \$215,000.00

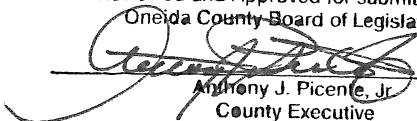
This funding for these contracts comes from the enforcement of DWI's within Oneida County.

If this template agreement meets with your approval, please forward it to the Board of Legislators for its review.

Sincerely,


Edward T. Stevens, Director

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


Anthony J. Picente, Jr.
County Executive

Date 6-15-22

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: Various Municipal Police Departments in Oneida County

Title of Activity or Service: DWI Selective Enforcement Patrols and related activities.

Proposed Dates of Operation: January 1, 2022 – December 31, 2022

Client Population/Number to be Served: Oneida County Residents

Summary Statements

1) Narrative Description of Proposed Services: Agency will provide patrols, in addition to their normally scheduled patrols, whose sole function will focus on DWI and related enforcement. Funding may also be utilized to calibrate and repair DWI and related equipment and to attend training that enhances the mission of the Stop-DWI Program.

2) Program/Service Objectives and Outcomes: To increase annually the number of Selective Enforcement Patrols and corresponding arrests for DWI and its related offences.

3) Program Design and Staffing: Staff is drawn from the agency’s sworn police officers.

Total Funding Requested: \$ 215,000.00

Account#: A3313.495

Oneida County Funding Recommendation: \$215,000.00

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 2022 Selective Enforcement Patrol agreements.

**ONEIDA COUNTY STOP-DWI PROGRAM
SELECTIVE ENFORCEMENT PATROLS
AGREEMENT**

This Agreement (the "Agreement") made this 1st day of January 2022, 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 Ave., Utica, NY 13501, through its Stop-DWI program, with offices located at 120 Base Road, Oriskany, NY 13424, hereinafter collectively referred to as the "County," and _____, a municipal corporation existing under the laws of the State of New York, through its _____ Police Department, both having offices at _____, hereinafter collectively referred to as the "Police Agency" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the County operates and conducts a program entitled "Stop-DWI;" and

WHEREAS, the mission of the Stop-DWI program is the County-wide reduction of alcohol related traffic injuries and fatalities; and

WHEREAS, the Police Agency desires to participate in and promote the Stop-DWI program with the County;

NOW, THEREFORE, the Parties agree as follows:

1. **GENERAL:** The Police Agency shall provide services as outlined below under Section 2 "Scope of Services," which will assist in the enforcement in Oneida County 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 Police Agency shall perform the following (collectively, (a), (b), and (c) shall hereinafter be referred to as the "Services"):

- a) Conduct DWI Selective Enforcement Patrols;
- b) Testify in criminal proceedings that are a result of DWI arrests; and
- c) Attend training that enhances the mission of the Stop-DWI program.

3. **FEE:** The County shall reimburse the Police Agency for salary, fringe benefits, related travel and subsistence, and breath testing equipment calibrations up to the sum of _____, related to the Services provided pursuant to this Agreement.

- a) Payments shall be made upon receipt from the Police Agency 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. 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 Police Agency's Services that were undertaken on behalf of the Stop-DWI program. To be reimbursed for expenses other than

the Services herein, the Police Agency must receive prior written approval from the Stop-DWI Coordinator.

b) The County reserves the right to conduct an on-site program and/or fiscal audit of the Police Agency's records as they relate to Stop-DWI program Services in a manner consistent with generally accepted accounting principles and program guidelines. The Police Agency shall make available all payroll, daily activity, and related logs at the request of the Stop-DWI Coordinator or designee in order to verify Services claimed by the Police Agency in claims made to the Stop-DWI program for reimbursement.

4. **GOVERNANCE AND OPERATING PROCEDURES:** Police Agency warrants and represents that the program to be conducted by it does not violate Section 1197 of the Vehicle and Traffic Law of the State of New York,

5. **TERM:** This Agreement shall be effective from January 1, 2022 through December 31, 2022.

6. **TERMINATION:** The County reserves the right to terminate this Agreement, upon thirty (30) days written notice to the Police Agency. In the event of termination, the County will have no further obligation to the Police Agency 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:** Police Agency shall notify the 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-ASSIGNMENT.** This Agreement may not be assigned by the Policy Agency without the prior written consent of the County.

10. **ENTIRE AGREEMENT:** The terms of this Agreement, including the "Standard Oneida County Conditions," which is attached hereto and made a part hereof as Addendum A, 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.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

TOWN OF

BY _____

DATE _____

Town Supervisor

ONEIDA COUNTY

BY _____

DATE _____

Anthony J. Picente, Jr.
Oneida County Executive

BY _____

DATE _____

Edward T. Stevens
Director of Emergency Services

Approved

Assistant County Attorney

ADDENDUM A - 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 statute 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

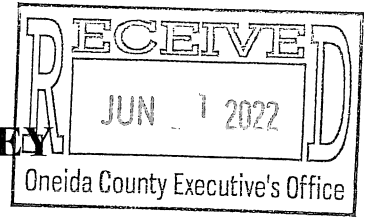
Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- 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.

**ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY
Scott D. McNamara
DISTRICT ATTORNEY**



Michael A. Coluzza
Chief Assistant District Attorney

Grant J. Garramone
Executive Administrative Assistant

Laurie Lisi
Steven G. Cox
Todd C. Carville
Michael R. Nolan
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry, III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall

FN 20 22-226

Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow
Evan A. Esswein
Erin E. Donovan
Sara D. Lupi
Jennifer M. Scholl
Angelo J. Partipelo
Michael A. LaBella
Amanda M. Tucciarone

**PUBLIC SAFETY
WAYS & MEANS**

May 25, 2022

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

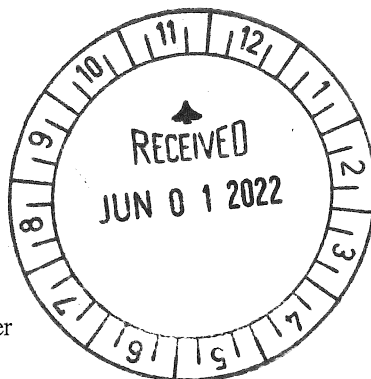
Dear County Executive:

The District Attorney's office would like to transfer \$50,000 from our "salaries" budget line into our "other fees and services" budget line. This is to cover the cost of temporary workers and legal interns, which are necessitated by the loss of two Assistant District Attorneys earlier this year. Fortunately, the District Attorney's Office has a projected surplus in its salary line due to recent resignations which will allow us to pay for this reallocation.

I therefore request your Board to approve the following 2022 fund transfer:

TO:
A1165.1951 – Other Fees and Services..... \$ 50,000.

FROM:
A1165.101- Salaries..... \$ 50,000.



CC: County Attorney
County Comptroller
Budget Director
Central Services

Respectfully submitted,

Scott D. McNamara
Oneida County District Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 6-1-22

Office of the Sheriff

County of Oneida



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

May 27, 2022

FN 20 22-227

The Honorable 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 Sheriff's Office would like to request a 2022 Transfer of Funds of \$30,000 to be used to pay GTL for inmate tablet time for 2021 and 2022. This will be entirely expensed from the Inmate Commissary Funds. There will be no county dollars involved.

The correctional facility utilizes Trustee Inmates to work for a stipend. This stipend can only be applied to their GTL tablet account.

I respectfully request that this matter be acted on at the next Board of Legislators board meeting.

A transfer is needed to allocate funding as follows:

Transfer from Account

A3152.211	Office Equipment	\$10,000
A3152.212	Computer Hardware	\$10,000
A3152.492	Computer Software	\$10,000

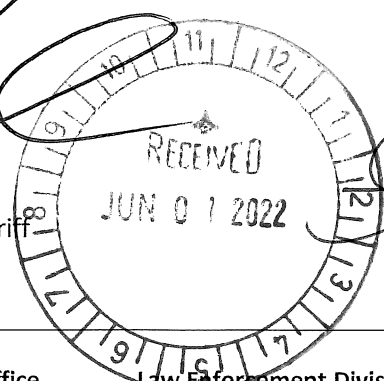
Transfer to Account

A3152.4951	Other Expenses	\$30,000
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I would like to thank you for your time and diligent attention to this matter in advance. 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,

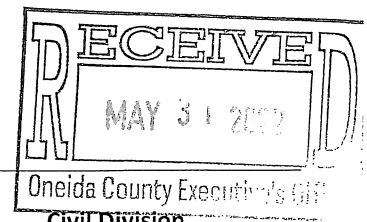
Robert M. Maciol
Oneida County Sheriff



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

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

Date 6-1-22



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 COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 3, 2022

Gerald Fiorini, Chairman
Board of Legislators
Oneida County
800 Park Avenue
Utica, NY 13501

FN 20 22-228
AIRPORT

Dear Chairman:

WAYS & MEANS

Griffiss International Airfield was notified by the New York State Department of Environmental Conservation that the drainage in Hangar Bay 6 in Building 101 was not sufficient or up to code. The interior drainage is connected with the outside storm water collection. As a result, a release of aqueous film-forming foam (AFFF) in 2017 caused environmental harm. This resulted in New York State Department of Environmental Conservation (DEC) to issue a consent order to separate the piping to ensure the foam will no-longer get into the storm water collection system.

I believe these improvements should be made to comply with the consent order. Fortunately, it is believed there will be a surplus in the sales tax accounts due to inflation, etc. which will be able to fund this.

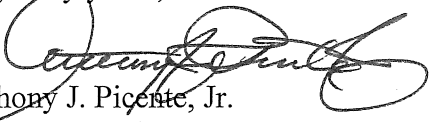
I therefore request your Board's approval for the following:

- A.) Establishment of **Capital Project H-648 Griffiss – Hangar 101 Bay 6 Drainage**
- B.) Funding for Capital Project H-648 is as follows:

H- 648 – 5031 – Transfer from General Fund.....500,000.00

Thank you for kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Airport Commissioner

PLUMLEY

ENGINEERING

Civil and Environmental Engineering

March 25, 2022

*** VIA EMAIL: earcuri@ocgov.net ***

Mr. Edward A. Arcuri
Commissioner
ONEIDA COUNTY DEPARTMENT OF AVIATION
Griffiss International Airport
660 Hangar Road, Suite 223
Rome, New York 13441

RE: Griffiss International Airport
Building 101, Hangar Bay 6
City of Rome, Oneida County, New York
Project No. 2022028

Dear Commissioner Arcuri:

I have performed a preliminary engineering study for the purpose of separating the interior drainage of Hangar Bay 6 in Building 101 from the exterior apron stormwater collection system. The objective of this project is to prevent aqueous film-forming foam (AFFF) from entering the natural environment.

As you are aware, the existing AFFF capture and disposal system is co-mingled with the storm sewer system east of the building. A release of AFFF in 2017 caused environmental harm, and as a result, Oneida County is under Consent Order with the New York State Department of Environmental Conservation (DEC) to eliminate any future discharges.

The existing disposal system consists of a complex arrangement of sensors, electrically actuated valves and associated controls designed to reroute AFFF from the storm sewer to the underground 500,000-gallon storage tank, then to the City of Rome's sanitary sewer system. This system failed in 2017, and in my opinion, is too complex and too old to be relied on to prevent future releases to the environment.

Mr. Edward A. Arcuri
March 25, 2022
Page 2

After much consideration, it was decided that a separate piping system is needed in order to reliably accomplish the stated goal.

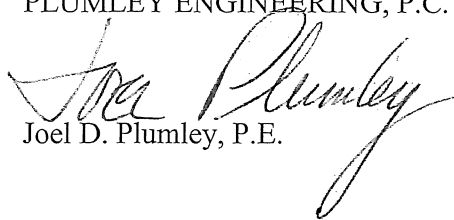
The new system will consist of a 24-inch diameter underground pipe attached to the interior floor trench in Bay 6, routed directly to the storage tank via the Bay 6 and Bay 4 exterior aprons. This pipe will run about 550 feet, and include structures needed for pipe bends and areas where there are conflicts with other existing underground utilities. The project will also include the plugging or disconnection of other existing avenues of release from the Bay 6 trench.

Although I do not have all of the data needed for construction of this system, I am confident that Plumley Engineering can construct the project within a budget of \$ 445,000. This includes all surveying, engineering design (final plans and specifications), engineering inspection and all necessary construction.

Please review this information and contact me if you have any questions. Thank you for the opportunity to be of service.

Very truly yours,

PLUMLEY ENGINEERING, P.C.



Joel D. Plumley, P.E.

JDP/cas



**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

May 6, 2022

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

FN 20 22-229

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.

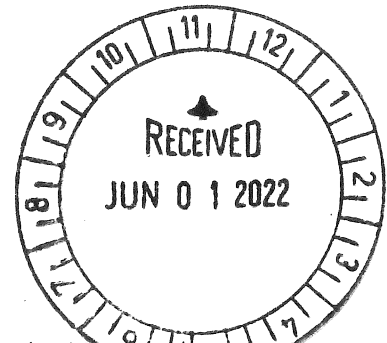
As our efforts move forward, it is my pleasure to present you with a contract between Oneida County Workforce Development and the City of Sherrill that will allow the City of Sherrill to have 10 interns in the summer of 2022 here in Oneida County.

If the within contract meets with your approval, we respectfully request that you forward the same to the Board of Legislators for review and approval as one of two templates for the 2022 College Corps contracts. In the case of both templates, only the employer, the number of interns and the total reimbursement will change. All other terms and conditions remain the same. This contract with the City of Sherrill would serve as the template for all of the College Corps agreements in which the County reimburses the employer for one half of the expense of 200 hours of employment for each intern, at a cost of \$1,420.98 per intern. The other template to be presented for approval for College Corps will be for the City of Rome, which is the same in all respects, with the exception that the County outlays the initial expense and is then reimbursed by the employer.

If there are questions regarding this contract, please contact my office.

Sincerely,

David L. Mathis
Director, Oneida County Workforce Development



Reviewed and Approved for Submit to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 6-1-22

Oneida Co. Department: Workforce Development

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: City of Sherrill
377 Sherrill Road
Sherrill, NY 13461

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 1, 2022 – September 30, 2022

Client Population/Number to be Served: 10 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: \$14,209.80

Account # #J6363

Oneida County Dept. Funding Recommendation: \$14,209.80

Proposed Funding Sources (Federal \$/ State \$/County \$): Employer extends the cost of 200 hours of wages per intern. The County will reimburse the employer for 50% of that cost.

Cost Per Client Served: \$1,420.98

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.

2022 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 CITY OF SHERILL (hereinafter the "Employer"), a local employer with its offices and principal place of business located at 377 Sherrill Rd., Sherrill New York 13461 (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 2022; 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 TEN (10) 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, 2022**, and end no later than **September 30, 2022**.
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. The County shall reimburse the Employer at a rate of fifty percent (50%) the total wages and FICA taxes of the time worked, up to this maximum.

C. The County agrees to expend an amount up to, but not to exceed fourteen thousand, two hundred nine dollars and eighty cents (\$14,209.80) to be paid to the Employer 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**.

D. After termination of this Agreement, the Employer shall submit to the County a timesheet log of all hours worked by each Participant, along with an invoice.

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. 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 other than that 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:

FOR THE EMPLOYER

Anthony J. Picente, Jr.
County Executive

William Vineall
Mayor

DATE

DATE

FOR OFFICE OF WORKFORCE DEVELOPMENT:

David Mathis
Director

DATE

Approved:

Ellen S. Rayhill
Assistant County Attorney

DATE

EXHIBIT A
22-FIN OCIP-
2022 FINANCIAL AGREEMENT
EMPLOYER PAYROLL

BUDGET SUMMARY INFORMATION

I.	TOTAL COSTS	
A.	Wages 200 hours x \$13.20 per hour	\$2,640.00
B.	Fringe Benefits - FICA 7.65% x \$2,640	\$ 201.96
C.	TOTAL WAGES AND BENEFITS PER INTERN =	\$2,841.96
II.	EMPLOYER COSTS	
A.	Fifty Percent (50%) Contribution	\$1,420.98
B.	MAXIMUM REIMBURSEMENT DUE THE COUNTY =	\$1,420.98
	TOTAL DUE THE EMPLOYER FOR 10 INTERNS (10 x \$1,420.98)=	\$14,209.80



ONEIDA COUNTY
 DEPARTMENT OF MENTAL HEALTH
 120 Airline Street, Suite 200
 Oriskany, NY 13424
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
 County Executive
 ASHLEE L. THOMPSON
 Commissioner

May 27, 2022

FN 20 22-230

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the 2022 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Utica Center for Development, Inc.** for your review. If the enclosed meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

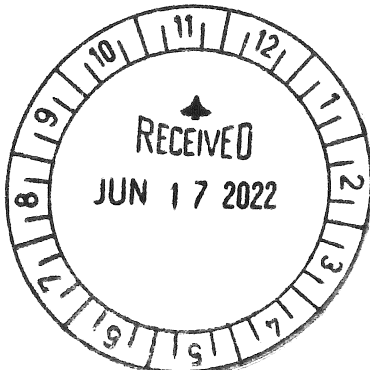
The Agreement begins on **July 1, 2022 and ends on December 31, 2023.** The total funding amount for this period will be **\$157,500.00.** The amount reflects **100% OMH State Aid Funding.** Funding will be used to a develop and implement a Veteran Peer-to-Peer Support Pilot Program, through the Central New York Veterans Outreach Center which is the signature program of the Utica Center for Development, Inc., for veterans suffering from post-traumatic stress disorder, traumatic brain injuries or other mental and behavioral health issues, using individual and small group peer-to-peer support methods.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Ashlee Thompson
 Ashlee L. Thompson, MHA, MEd., Master CASAC
 Commissioner of Mental Health

AT/jh
 Encs.



Reviewed and Approved for submittal to the
 Oneida County Board of Legislator by
Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive
 Date 6-16-22

Oneida Co. Department: MENTAL HEALTH

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Utica Center for Development, Inc.
726 Washington St.
Utica, NY 13502

Title of Activity or Service: Veteran Peer-to-Peer Support Pilot Program

Proposed Dates of Operation: July 1, 2022 through December 31, 2023

Client Population/Number to be Served: Veterans residing in Oneida County that are suffering from post-traumatic stress syndrome, other related combat stress disorders, or have other support needs.

Summary Statements

1) Narrative Description of Proposed Services

The Joseph P. Dwyer Veteran Peer Support Project was launched in 2012 in Suffolk County to provide peer-to-peer support for military veterans facing post-traumatic stress disorder, traumatic brain injuries and other mental and behavioral health issues. Funding under this agreement will be used to develop and implement a Veteran Peer-to-Peer Support Pilot Program in Oneida County.

2) Program/Service Objectives and Outcomes:

The primary objective of this project is to support veterans suffering from post-traumatic stress disorder, other related combat stress disorders, or having other support needs.

3) Program Design and Staffing

All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations. Staff to be funded under this agreement include:

- a. **Veteran Peer Support Specialist - To Be Hired**

Total Funding Requested: \$157,500.00

Account #: A4310.495152

Oneida County Dept. Funding Recommendation: \$157,500.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% OMH State Aid Funding

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

Mandated Service: N/A

AGREEMENT

THIS AGREEMENT between Oneida County, 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, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Utica Center for Development, 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 726 Washington St., Utica, NY 13502, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State Mental Hygiene Law mandates and authorizes the County to enter into a series of agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the Provider Agency hereby warrants that it has the proper and necessary staff and infrastructure to act as a provider and resource to and for the County;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties agree as follows:

1. The term of this Agreement shall be from July 1, 2022 through December 31, 2023 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Develop and implement a Veteran Peer-to-Peer Support Pilot Program for veterans suffering from post-traumatic stress disorder, traumatic brain injuries or other mental and behavioral health issues, using individual and small group peer-to-peer support methods. **(Special Legislative Grants – Non-Licensed Program – 1190)**;
3. For the Services provided, the County shall reimburse the Provider Agency a maximum of One Hundred Five Thousand Dollars and no cents (\$157,500.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the County. Vouchers 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. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

- a. The total amount stated above may be changed by New York State from time to time as the State changes its funding determinations. This change may necessitate an amendment of this Agreement.
4. The County shall make payments to the Provider Agency either monthly or quarterly based on payments made to the County by New York State and the timely submission of correct monthly payment vouchers. Payments will be provided subsequent to services rendered and upon review of the voucher receipt submitted by the Provider Agency.
 5. The Provider Agency shall participate in the development and implementation of the Local Governmental Plan required by New York State Mental Hygiene Law Section 41.18. 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 Provider Agency; submission of planning reports and CON applications and/or Prior Approval Review applications, which are required by 14 NYCRR Part 551, to the County prior to submission to the State; and attendance and cooperation with various ad hoc work groups of the subcommittee.
 6. Independent Contractor Status.
 - a. 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 or employees 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.
 - b. Provider Agency 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 and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency 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 Provider Agency's employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
 - d. Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.
 - e. 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). Provider Agency shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

- f. The Provider Agency 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.
 - g. 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 such discussions or negotiations are initiated.
 - h. The Provider Agency 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.
7. The Provider Agency shall, where applicable, 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 the State of New York and/or the Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, 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 the State or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York 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.
9. 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 (outlined in "h" 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. The Provider Agency agrees to submit the following reports by the listed required dates as applicable to funding received:
- a. Office of Persons with Developmental Disabilities (OPWDD) budgets for the current year is required to be received by the County by February 1st.

- b. Pre-Approved 30-day Office of Mental Health (OMH) Consolidated Fiscal Report (CFR) extension requests for the prior year OMH CFR are required to be received by the County by April 15th.
 - c. OMH fully audited CFRs for the prior year that do not have a pre-approved 30-day extension are required to be received by the County by April 15th of each year.
 - d. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH supplied to the County by April 15th are required to be received by the County by May 15th.
 - e. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - f. OMH CBRs for the current year are required to be received by the County by October 15th.
 - g. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - h. The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a quarterly progress report containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix C.
10. The Provider Agency shall submit a copy of the following reports to the County during the first quarter of each Fiscal Year:
- a. Disaster Response Plan. In addition, the Provider Agency will participate in the development of an Oneida County plan to respond to man-made or natural disasters. The Provider Agency shall also provide the County with the Provider Agency's records regarding annual staff training on its Disaster Response Plan.
 - b. Accounting System & Financial Capability Questionnaire (where applicable).
 - c. Corporate Compliance Plan. The plan will reflect efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations.
 - d. Annual Audit and Financial Reports.
 - e. Federal Single Audit Report. If the Provider Agency is scheduled to receive funds in excess of \$300,000.00 or more in a year in federal funds, exclusive of Medicaid and Medicare. The single audit shall be conducted in accordance with Office of Management Budget (OMB) Circular A-133, OMB Circular A-110, the OMB Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency shall defend, indemnify and save harmless the County for any loss the County may suffer when such losses result from claims of any person or organization injured by the acts or omissions of Provider Agency, its officers and/or employees or subcontractors. Furthermore, the Provider Agency shall indemnify, defend, and save harmless the 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 Provider Agency in the performance of the 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.

13. The Provider Agency shall obtain and maintain comprehensive general liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers' Compensation and Employer's Liability insurance at the statutory limits in the State of New York. The County of Oneida shall be named as an "Additional Insured" on a "primary and non-contributing basis" in the Provider Agency's insurance policies. Proof of all insurance coverage must be provided to the County at the time of the execution of this Agreement. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or otherwise allowed to lapse, the Provider Agency must provide the County proof of insurance consistent with the requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.
14. The Provider Agency 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, professional liability, commercial automobile liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
15. 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 or State requirements for the provision of the services covered under this Agreement, or if the Provider Agency becomes bankrupt or insolvent or falsify their records or reports, the County may terminate this Agreement effective immediately, or, at its option, effective at a later date after sending notice of such termination to the Provider Agency.
 - a. 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 compliance with the terms and conditions herein.

- b. 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.
 - c. If any term or provision of this Agreement shall be found to be illegal or unenforceable in a judicial proceeding, then, such provision shall be severed and shall be inoperative and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain in full force and effect. The laws of the State of New York shall govern this Agreement and jurisdiction and venue shall lie within the State of New York.
16. 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 State or Federal statute regulating such files. Information contained in these files shall be released only upon the written consent of the client being served or to the County as outlined below.
- a. 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.
 - b. Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:
 - i. The Provider Agency shall use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - (1) The Provider Agency shall only access confidential information for which there is a need to know; and
 - (2) 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
 - (3) The Provider Agency shall not misuse confidential information or carelessly handle confidential information.
 - ii. 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.
 - iii. 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.
 - iv. The Provider Agency understands that the obligations under 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.

- v. 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 will safeguard the confidentiality of all confidential information.
 - vi. 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.
17. The Provider Agency shall not 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 State 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.”
18. 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 Social Services. The Provider Agency shall also notify the Commissioner of the Department of any and all reports made to the Statewide Central Register.
19. The Provider Agency is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed for equipment, tools, office space, support services or other general operating expenses.
20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for its own training necessary to maintain any licenses

or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. 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.
22. 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.
23. Annexed hereto and made a part hereof as Appendix A (Contract Budget), Appendix B (Standard Oneida County Contract Addendum), and Appendix C (Contract Quarterly Progress Report Template), are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

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

By: Ashlee Thompson 06/16/2022
Ashlee Thompson
Commissioner, Department of Mental Health
Date

UTICA CENTER FOR DEVELOPMENT, INC.

By: Vincent Scalise June 15 2022
Vincent Scalise
Founder & Executive Director
Date

Approved

By: _____
Ellen S. Rayhill, Esq.
Assistant County Attorney

Utica Center for Development, Inc.	TOTAL BUDGET:	\$	157,500.00
APPENDIX A			
	YEAR:		1/1/23 - 12/31/23
OMH:	\$	52,500.00	\$
OASAS:	\$	-	\$
OPWDD:	\$	-	\$
COUNTY:	\$	-	\$
	ANNUAL TOTAL:	\$	105,000.00
AMENDMENT			
	\$	-	\$
	\$	-	\$
	\$	-	\$
	ADJUSTED TOTAL:	\$	105,000.00

Program Name	Program Code	Funding Source Code	Program Description
Special Legislative Grants - Non-Licensed Program (Veteran Peer to Peer Support Pilot Program)	1190	038F	Specific grants funded as a result of legislative member support, targeted for a particular purpose. Units of Service: Not applicable.

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 statute 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

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 Mental Health Contract Quarterly Progress Report Template

CONTRACT 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 (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.

The Provider Agency agrees to submit to the County, on the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30th), a **quarterly progress report** containing relevant contract-related updates for that reporting period. The quarterly progress report template can be found in Appendix E.

QUARTERLY PROGRESS REPORT INSTRUCTIONS:

Please complete this Quarterly Progress Report and submit to the Oneida County Department of Mental Health (email to mentalhealth@ocgov.net or mail to 120 Airline St., Oriskany, NY 13424) on (or before) the last business day of the following month at the end of each quarter (e.g., Jan-Mar report due April 30). Please provide responses to each of the following questions:

1. Agency/Organization Name:
2. Contract Term:
3. Reporting Year:
4. Reporting Quarter:
5. Itemized list of all contract-related expenses that occurred during reporting period (can attach if necessary).

Oneida County Department of Mental Health Contract Quarterly Progress Report Template

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1. Agency/Organization Name:
2. Contract Term:
3. Reporting Year:
4. Reporting Quarter:
5. Itemized list of all contract-related expenses that occurred during reporting period (can attach if necessary).

11. Please provide any additional contract-related (and/or non-contract-related) updates you would like to share.

12. Information of individual submitting report:

- Name:
- Title:
- Phone:
- Email:

13. Date of report submission:



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

MARK E. LARAMIE, P.E.
 Commissioner

May 19, 2022

FN 20 22-231
PUBLIC WORKS

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

WAYS & MEANS

Dear County Executive Picente,

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Fed/NYS	Local
2754.66	2205740	Round Lake Rd over Long Lake Outlet	Forestport	Fed/NYS	\$1,149,880.00
				Local	\$60,520.00
				Total	\$1,210,400.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has the experience, expertise, and financial flexibility required to successfully complete Locally Administered Federal Aid Projects. Therefore, Oneida County typically offers project sponsor assistance.

Oneida County has offered assistance to the Town of Forestport regarding PIN 2754.66. NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would execute State/Federal aid agreements and finance project expenses. Capital Project H-557 was created for this purpose. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Forestport for all remaining expenditures.

The enclosed agreement between Oneida County and the Town of Forestport formalizes the above proposal. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



cc: Nicholas DiGennaro, P.E., CFM, Deputy Commissioner

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

Anthony J. Picente, Jr.
 County Executive

Date 6-14-22

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

**ONEIDA COUNTY BOARD
 OF LEGISLATORS**

Name & Address of Vendor: Town of Forestport
 12012 Woodhull Road
 Forestport, NY 13338

Title of Activity or Service: Intermunicipal Agreement
Proposed Dates of Operation: Start on Execution - 09/30/2023
Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

The following bridge maintenance, rehabilitation, and reconstruction project has been added to the State Transportation Improvement Plan.

PIN	BIN	Road/Feature	Municipality	Funding	
				Fed/NYS	
2754.66	2205740	Round Lake Road over Long Lake Outlet	Forestport	Fed/NYS	\$1,149,880.00
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				Total	\$1,210,400.00

New York State Department of Transportation rules and regulations for Locally Administered Federal Aid Projects apply. Due to the complexity of these rules and regulations, it is very difficult for local municipalities to complete projects within budget and schedule constraints. Oneida County has offered assistance to the Town of Forestport regarding PIN 2754.66 (BIN 2205740). NYSDOT would designate Oneida County as Project Sponsor. Oneida County could then coordinate design, construction inspection, and construction. Oneida County would be reimbursed 100% of all project expenses via Federal aid, State aid, and reimbursement from the Town of Forestport for all remaining expenditures.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-557
Total Funding Requested:	\$1,210,400.00
Oneida County Dept. Funding Recommendation:	\$1,210,400.00
Proposed Funding Sources Fed/NYS:	\$1,149,880.00
Town of Forestport:	\$60,520.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the "Agreement"), made by and between the TOWN OF FORESTPORT (hereinafter referred to as the "Town"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 12012 Woodhull Road, Forestport, New York, and the COUNTY OF ONEIDA (hereinafter referred to as the "County"), a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, (each a "Party," and collectively, the "Parties").

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate Round Lake Road over Long Lake Outlet, BIN 2205740, located in the Town of Forestport, Oneida County, (hereinafter referred to as "the Project"); and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation (hereinafter the "NYSDOT") for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number 2754.66, by the NYSDOT; and

WHEREAS, the NYSDOT has committed to providing ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount payable of one million, one hundred forty-nine thousand, eight hundred and eighty dollars (\$1,149,880.00) in the form of federal and state aid; and

WHEREAS, a "Project Sponsor" is necessary to act as the manager of the Project, and the Parties wish for the County to act as Project Sponsor;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall execute and submit all required documents to NYSDOT to apply to be the Project Sponsor for the Project.

1.2. The County shall assume the duties of Project Sponsor upon the execution of a subsequent agreement to that effect between the County and the NYSDOT. The Project Sponsor's duties shall be set forth in said subsequent agreement, and are anticipated to include managing contracts for the design, construction, and inspection of the Project.

1.3. Contingent upon the NYSDOT's approval of the County as Project Sponsor, the Town and County agree to the payment structure and terms described herein.

1.3.1. The Town and the County shall co-sign all required contracts, including those for the design, construction and inspection of the Project.

1.3.2. The Town acknowledges and agrees that the County shall not be responsible for any of the costs associated with the Project.

1.3.3. The estimated total cost of the Project is One Million, Two Hundred Ten Thousand, Four Hundred dollars (\$1,210,400.00).

1.3.4. The federal and state governments, through the NYSDOT, have committed to provide ninety-five percent (95%) reimbursement of eligible Project expenditures, up to a maximum amount of One Million, One Hundred Forty-Nine Thousand, Eight Hundred and Eighty dollars (\$1,149,880.00), with a five percent (5%) local match.

1.3.5. The NYSDOT may provide the additional reimbursement through the Marcheselli Program.

1.3.6. The Town shall be responsible for the five percent (5%) local match, estimated to be Sixty Thousand, Five Hundred and Twenty dollars (\$60,520.00).

1.3.7. The County shall advance all Project expenditures, and shall complete all necessary documents to receive reimbursement through the NYSDOT for the federal and Marcheselli Program funds. The County shall provide to the Town proof of reimbursement received from the NYSDOT.

1.3.8. The Town shall reimburse the County for any and all expenditures that are not reimbursable by the NYSDOT, as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all costs

incurred by the County arising out of or in connection with the Project that are not reimbursed by the NYSDOT.

2.2 Such obligation shall not be limited to the estimated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SEVERABILITY

3.1 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 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.

4. NON WAIVER

4.1 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, unless explicitly stated otherwise.

5. ENTIRE AGREEMENT

5.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter.

6. INCORPORATION BY REFERENCE

6.1 The Addendum - Standard Oneida County Conditions, is deemed incorporated into this Agreement as **EXHIBIT A**.

6.2 The NYS Department of Transportation Initial Project Proposal (IPP) for this project is deemed incorporated into this Agreement as **EXHIBIT B**.

7. AUTHORITY TO ACT/SIGN

7.1 The Town's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement; the execution and delivery by the Town's signatory of this Agreement and the consummation of the transactions

contemplated herein have been duly authorized by the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

8. ADVICE OF COUNSEL

8.1 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.

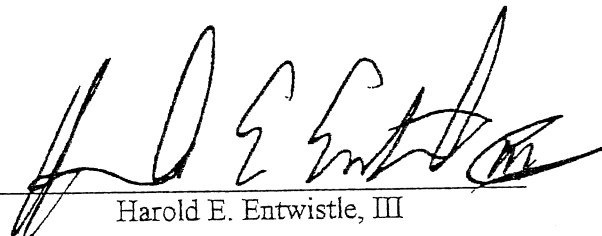
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

Oneida County

Town of Forestport

Anthony J. Picente, Jr.
Oneida County Executive



Harold E. Entwistle, III
Town Supervisor

Date: _____

Date: 6/15/22

Approved

By: _____
Robert E. Pronteau
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 statute 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

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.

CT MANAGER	RESP ORG	CURRENT STATUS	LET BY	LET DATE
	LOCAL	CANDIDATE	LOCAL	02/13/2023

PUBLIC FRIENDLY DESCRIPTION

replace the bridge that carries Round Lake Road over the Long Lake Outlet in the Town of Forestport, Oneida County.

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Fund Source	Trans Type	Oblig Date	On
LOCAL GOVT UNIT	Planned	03/31/2022	C
STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	C
Grand Total			

OF WAY INCIDENTALS

Fund Source	Trans Type	Oblig Date	On
LOCAL GOVT UNIT	Planned	03/31/2022	C
STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	C
Grand Total			

OF WAY ACQUISITION

Fund Source	Trans Type	Oblig Date	On
LOCAL GOVT UNIT	Planned	09/12/2022	C
STBG OFF SYSTEM BRIDGE	Planned	09/12/2022	C
Grand Total			

MINARY DESIGN

Fund Source	Trans Type	Oblig Date	On
LOCAL GOVT UNIT	Planned	03/31/2022	C
STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	C
Grand Total			

LED DESIGN

Fund Source	Trans Type	Oblig Date	On
LOCAL GOVT UNIT	Planned	09/12/2022	C
STBG OFF SYSTEM BRIDGE	Planned	09/12/2022	C
Grand Total			

TRUCTION INSPECTION

Fund Source	Trans Type	Oblig Date	On
LOCAL GOVT UNIT	Planned	12/12/2022	C
STBG OFF SYSTEM BRIDGE	Planned	12/12/2022	C
Grand Total			

	LOCAL GOVT UNIT	Planned	03/31/2022	C
	LOCAL GOVT UNIT	Planned	09/12/2022	C
	LOCAL GOVT UNIT	Planned	12/12/2022	C
	STBG OFF SYSTEM BRIDGE	Planned	03/31/2022	C
	STBG OFF SYSTEM BRIDGE	Planned	09/12/2022	C
	STBG OFF SYSTEM BRIDGE	Planned	12/12/2022	C
Grand Total				

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<u>Scope of Work</u>	<u>Primary SoW</u>	<u>SoW Percentage</u>	<u>FMIS Improvement T</u>
CEMENT: STRUCTURAL	Yes	100 %	10 - Bridge Replacement - Added Cap

IMENT DETAILS

<u>ACCOMPLISHMENT</u>	<u>UNIT</u>	<u>QU</u>
BRIDGE REPLACEMENT (STRUCTURAL)	# BRIDGES	

LOCATIONS

ASSEMBLY	Kenneth Blankenbush
CONGRESS	Claudia Tenney
COUNTY	ONEIDA
MPO	HERKIMER-ONEIDA COUNTIES TRANSPORTATION STUDY
SENATE	Joseph A. Griffo

DETAIL

<u>Structure Type</u>	<u>Structure ID</u>	<u>Functional Class</u>
BRIDGE	2205740	9-Rural Local

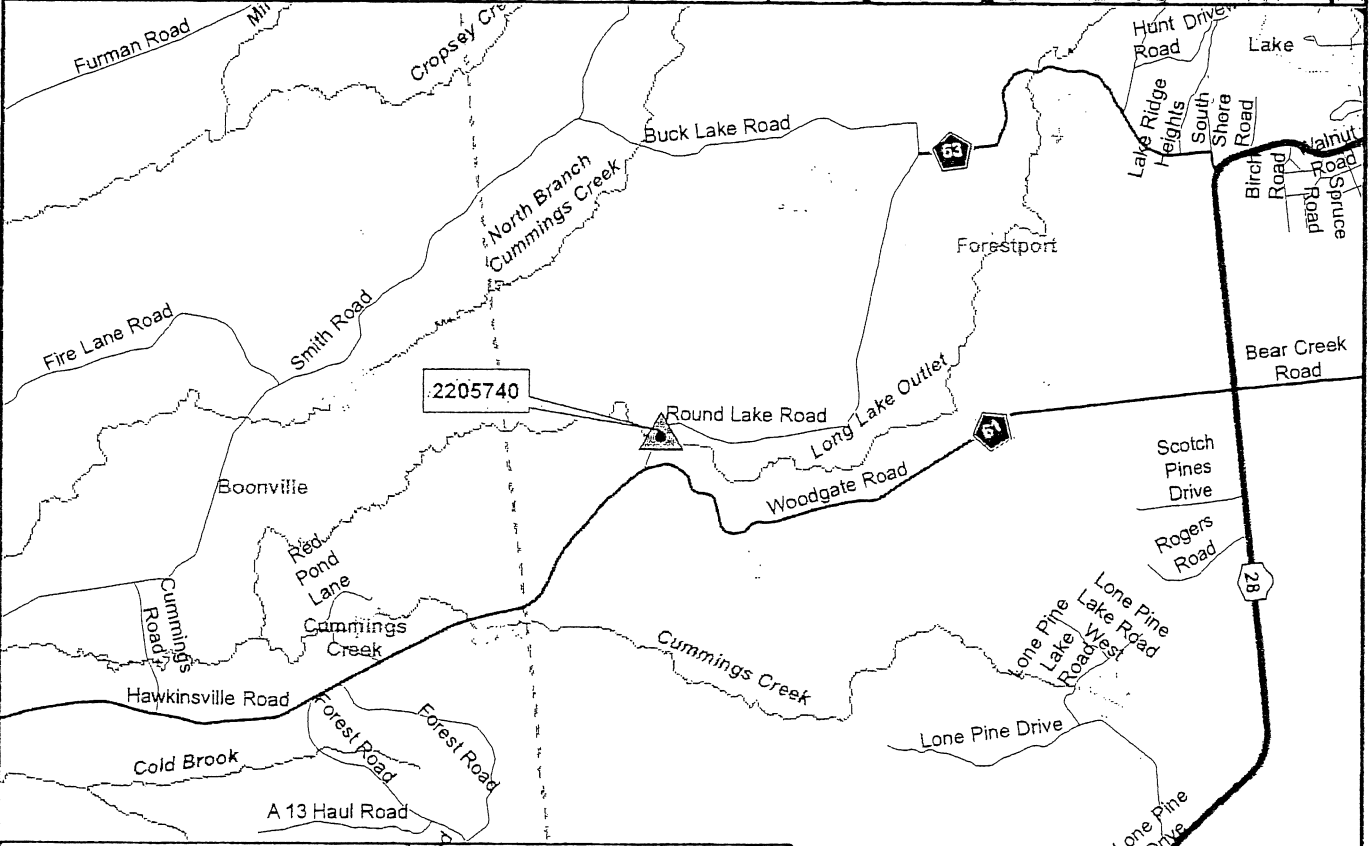
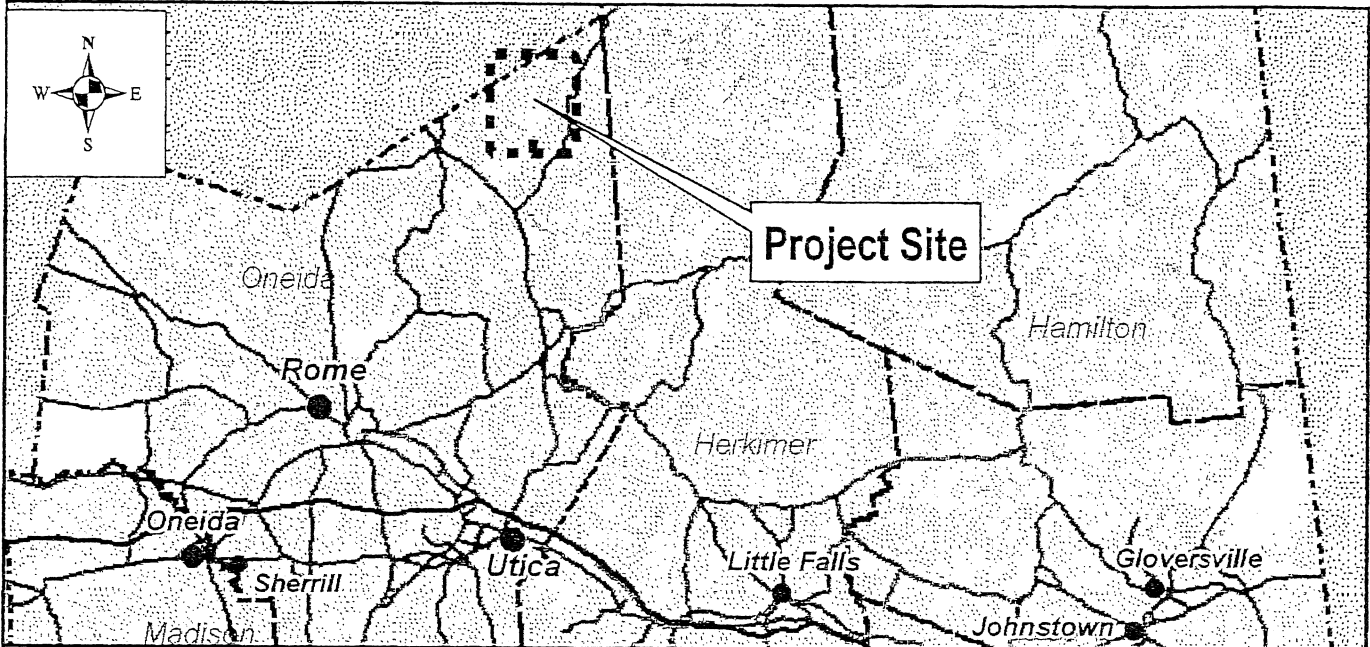
<u>Entry Date</u>	<u>Recorded By</u>	<u>Comment</u>
		BNY Award = 1,149,880 Project will use 80% Fed / 15% Toll Cr / 5% Local FC = 09, Therefore OSB
01/06/2022	Mark DeRocco	Cost Category breakdown determined from BNY applications & instructions
01/04/2022	Christine Labuzzetta	BNY Award = 1,149,880
01/04/2022	Christine Labuzzetta	FC = 09, Therefore OSB funding

TOR APPROVAL:

Jane Juley

Date: 02/01/2022

PIN 275466 Location Map



PIN 275466
Bridge Replacement
Round Lake Rd / Long Lake Outlet (BIN 2205740)
Town of Forestport
Oneida County

