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

EXPEDITED COMMUNICATIONS WITH DOCUMENTATION FOR OCTOBER 11, 2023 MEETING

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

FILE NO.	COMMITTEE
2023-304	Read & Filed
2023-305	Read & Filed
2023-306	Read & Filed
2023-307	Ways & Means
2023-308	Public Safety, Ways & Means
2023-309	Government Operations, Ways & Means
2023-310	Government Operations, Ways & Means
2023-311	Government Operations, Ways & Means
2023-312	Government Operations, Ways & Means
2023-313	Government Operations, Ways & Means
2023-314	Government Operations, Ways & Means
2023-315	Health & Human Services, Ways & Means
2023-316	Health & Human Services, Ways & Means
2023-317	Health & Human Services, Ways & Means
2023-318	Ways & Means
2023-319	Health & Human Services, Ways & Means
2023-320	Health & Human Services, Ways & Means
2023-321	Public Works, Ways & Means
2023-322	Public Works, Ways & Means
2023-323	Public Works, Ways & Means
2023-324	Public Works, Ways & Means

AVAILABLE ON WEBSITE ONLY
www.ocgov.net

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

September 12, 2023

FN 20 23-304

READ & FILED

Oneida County Board of Legislators
800 Park Avenue
Utica, N.Y. 13501

Dear Honorable Members,

In accordance with the terms of the Oneida County Charter, I wish to appear before you on Thursday October 5, 2023, at 10:00 am to present the proposed Oneida County Operating Budget and Capital Project Plan for the Year 2024.

Sincerely,

Anthony J. Picente Jr.
Oneida County Executive

RECEIVED
SEP 12 2023

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

FN 20 23 - 305

READ & FILED

NOTICE OF SPECIAL MEETING

Oneida County Board of Legislators

NOTICE IS HEREBY GIVEN to the members of the Oneida County Board of Legislators that a Special Meeting will be held Thursday, October 5, 2023 at 10:00 AM in the Oneida County Board of Legislators Chambers, 800 Park Ave. Utica, NY. The purpose of such meeting is to receive the 2024 County Budget and 2024 Capital Budget.

NOTICE IS FURTHER GIVEN that the Ways and Means Committee will meet immediately following the Special Meeting on October 5, 2023.

The purpose of such meeting is to establish the meeting schedule for review and consideration of the 2024 County Budget and 2024 Capital Budget.

Mikale P. Billard
Clerk of the Board of Legislators
Dated: September 21, 2023

ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

FN 20 23-306

September 19, 2023

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

READ & FILED

Re: Extension of Overtime Incentive Memorandum of Agreement with Oneida County Sheriff's Department Employees Local 1249

Dear Honorable Members:

Board of Legislators' resolution 192 of 2023 approved a Memorandum of Agreement between the County, the Sheriff, and the Oneida County Sheriff's Department Employees Local 1249 to provide an overtime incentive payment. The approved Memorandum of Agreement had an original expiration date of June 28, 2023, and gave me the authority to extend the same under specified terms and conditions. On June 30, 2023, I did extend the Memorandum of Agreement through August 23, 2023.

Please allow this correspondence to serve as notification that I am exercising my authority to extend the Memorandum of Agreement for a final extension beginning August 24, 2023 through the maximum expiration date of October 4, 2023.

Sincerely,

Anthony J. Picente, Jr.

cc: Robert M. Maciol, Sheriff
Joseph J. Timpano, Comptroller
Amanda L. Cortese-Kolasz, Commissioner of Personnel
Luis Roman, President, OCSDE Local 1249

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

September 19, 2023

FN 2023-307

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

Re: Memorandum of Agreement with UPSEU White Collar Unit

WAYS & MEANS

Dear County Executive Picente:

Enclosed is a Memorandum of Agreement between the County and UPSEU which amends two provisions of the Collective Bargaining Agreement as detailed therein. The aim of this Memorandum of Agreement is to provide a mechanism to compensate employees throughout the bargaining unit for on-call duties. Currently, on-call compensation has been limited to those employees in Child Protective Services working "emergency duty." This Memorandum of Agreement will open this compensation up to all employees in the bargaining unit when there is a need for the Department to assign an employee to be on-call. At this time, this expanded on-call provision will be utilized in the Probation Department and the Health Department. The Memorandum of Agreement also adds a provision that requires that voluntary and mandatory overtime assignments be made on a seniority-based system to ensure that there is fair application to all employees. The Collective Bargaining Agreement has not historically addressed how these assignments will be made, and the lack of clarity has led to grievances in the past. This new language will help ensure such grievances won't happen in the future.

I respectfully request that you submit this request to the Board of Legislators for consideration at the October 11, 2023 meeting. As always, I am available to address any questions or concerns that either you or the Board has regarding this matter.

Respectfully submitted,

Amanda Cortese-Kolasz

Amanda Cortese-Kolasz

Enclosure

CC: Comptroller
County Attorney
Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 9-19-23

Anthony J. Picente Jr.
Oneida County Executive

Amanda L. Cortese-Kolasz
Commissioner of Personnel

ONEIDA COUNTY
DEPARTMENT OF PERSONNEL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ **Fax:** (315) 798-6490

FN 20 23 - 308

PUBLIC SAFETY

WAYS & MEANS

August 28, 2023

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

Re: Request to Create Eight (8) Full-Time Special Patrol Officer Positions and to Eliminate Eight (8) Part-Time Special Patrol Officer Positions

Dear County Executive Picente:

I am in receipt of a letter and the required Civil Service MSD 222 form from Oneida County Sheriff, Robert M. Maciol, requesting to reclassify eight (8) Special Patrol Officer positions from part-time to full-time. Sheriff Maciol's explanation for the need for these positions is detailed in his letter which is attached hereto for your review.

As you know, for position tracking, the Personnel Department uses unique position number identifiers to differentiate between full-time positions and part-time positions. As such, if you are in agreement with Sheriff Maciol's request, in order to effectuate the same, I am requesting that position numbers 3121-808, 3121-843, 3121-857, 3121-860, 3121-865, 3121-867, 3121-873 and 3121-876 be eliminated and that eight (8) full-time positions be created in their place.

I note that these full-time positions will include the ability to participate in the County's Health Insurance Plan with the County paying 50% of the premium cost for the employee. This may require a budget transfer as I do not believe there is currently a budget line for health insurance costs in this cost center.

If you concur, I respectfully request that you forward this recommendation to the Board of Legislators for consideration at their next meeting. As always, I am available to address any questions or concerns that either you or the Board may have regarding this matter.

Very truly yours,

Amanda Cortese-Kolasz

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosure

cc: Robert M. Maciol
Oneida County Law Department
Budget

RECEIVED
AUG 29 2023

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

Anthony J. Picente, Jr.
County Executive

Date 8-28-23

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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 R. CARVELLI
COMMISSIONER

September 1, 2023

FN 20 23 -309

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

Attached is a proposed resolution for NY MuniTrust program. NY MuniTrust is a short-term liquid investment fund, designed specifically for the public sector. This fund will provide another competitive opportunity to invest funds on a cooperative basis in short-term investments that are selected to yield favorable returns while providing a maximum of safety and liquidity. The fund is structured in accordance with New York State General Municipal Law (GML), Article 3-A and Article 5-G, Sections 119-n and o, and Chapter 623 of the Laws of 1998. Furthermore, all of NY MuniTrust's investment and custodial policies are in accordance with GML, Sections 10 and 11. Participation is available to any municipal corporation empowered under NY statute.

The safety and liquidity aspects along with the current interest rate environment make participation in the fund beneficial to the county at this time. We submit for your review the documentation to begin participation and ask that you forward same to the Board of Legislators for approval of the NY MuniTrust Authorizing Resolution authorizing the county to become a participant in the pool and approving the Municipal Cooperative Agreement at their next meeting in October.

Sincerely,

Anthony Carvelli
Commissioner of Finance

RECEIVED
SEP 12 2023

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

Anthony J. Picente, Jr.
County Executive

Date 9-5-23

NY MuniTrust
100% NEW YORK

Dreyfus
BNY MELLON | INVESTMENT MANAGEMENT

NY MuniTrust®
Local Government Investment Pool

Prepared for: Oneida County

BNY Mellon Securities Corporation (BNYMSC), a registered broker-dealer, is a distributor for NY MuniTrust. Securities are offered by BNYMSC through its Dreyfus Cash Solutions Division. Dreyfus is a division of Mellon Investments Corporation (MIC), a registered investment adviser. BNYMSC, BNY Mellon Investment Servicing (US) Inc., The Bank of New York Mellon, and MIC are subsidiaries of The Bank of New York Mellon Corporation.

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

Not FDIC Insured. Not Bank Guaranteed. May Lose Value.

A POWERFUL PARTNERSHIP

NY MUNITRUST | BNY MELLON | DREYFUS

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

NY MuniTrust | Dreyfus

Why Invest with Us?

- NY MuniTrust®, a local government Investment Pool, was developed to support public entities' liquidity needs in the state of New York.
- NY MuniTrust consists of two separate investment funds:
  - **NY MuniTrust Excelsior Fund**
    Exclusive for counties
  - **NY MuniTrust Empire Fund**
    For municipal corporations, including counties not within the City of New York, school districts, Boards of Cooperative Educational Services, cities, towns, villages, and special districts, including fire districts.

- BNY Mellon, headquartered in New York, has been a premier global investments organization for over 230 years. BNY Mellon is dedicated to helping clients manage and service their financial assets throughout the investment life cycle.
- BNY Mellon provides a comprehensive suite of services to NY MuniTrust including liquidity management, custody, fund accounting, recordkeeping, and client servicing for the Investment Pool.
- $1.9 trillion in assets under management[1]
- $46.6 trillion – BNY Mellon's Investment Services assets under custody & administration[1]
- Ranked among the highest debt ratings for financial firms globally[2]

- Dreyfus[3] has nearly 50 years of experience in managing short duration fixed income portfolios. Dreyfus is focused on delivering innovative liquidity solutions to meet clients' diverse cash management needs.
- Dreyfus provides investment management and Dreyfus Cash Solutions, a division of BNY Mellon Securities Corporation is the distributor for NY MuniTrust.
- # 8 largest institutional cash manager[4]
- $368.2 billion in assets under management[5]
- Recognized as the Center of Excellence for Cash within BNY Mellon

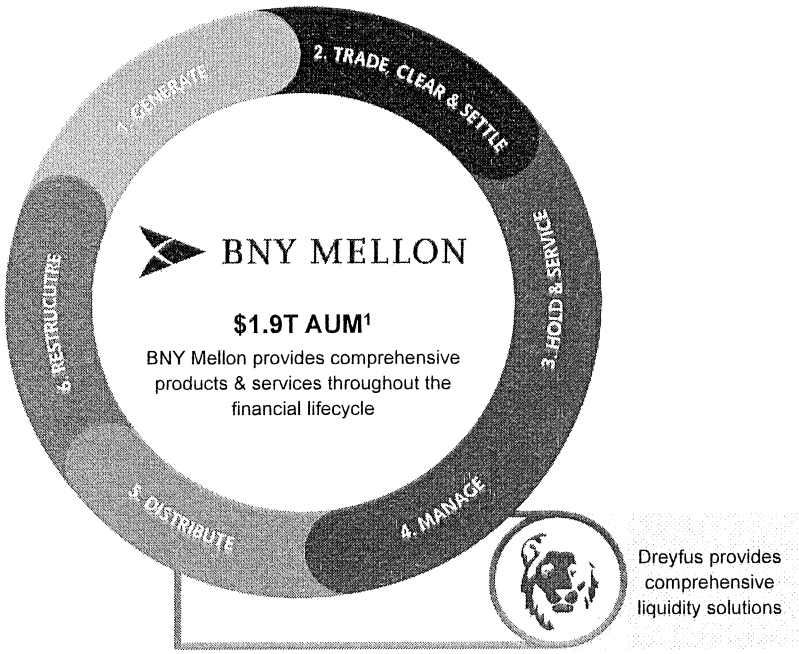
- NY MuniTrust has endorsement relationships with:
  - The New York State Association of Counties (NYSAC)
  - The National Association of Counties (NACo).
- These associations both serve as advocates for public entities in New York State and work to provide them with the best resources available to face challenges and improve the wellbeing of their communities and their taxpayers.

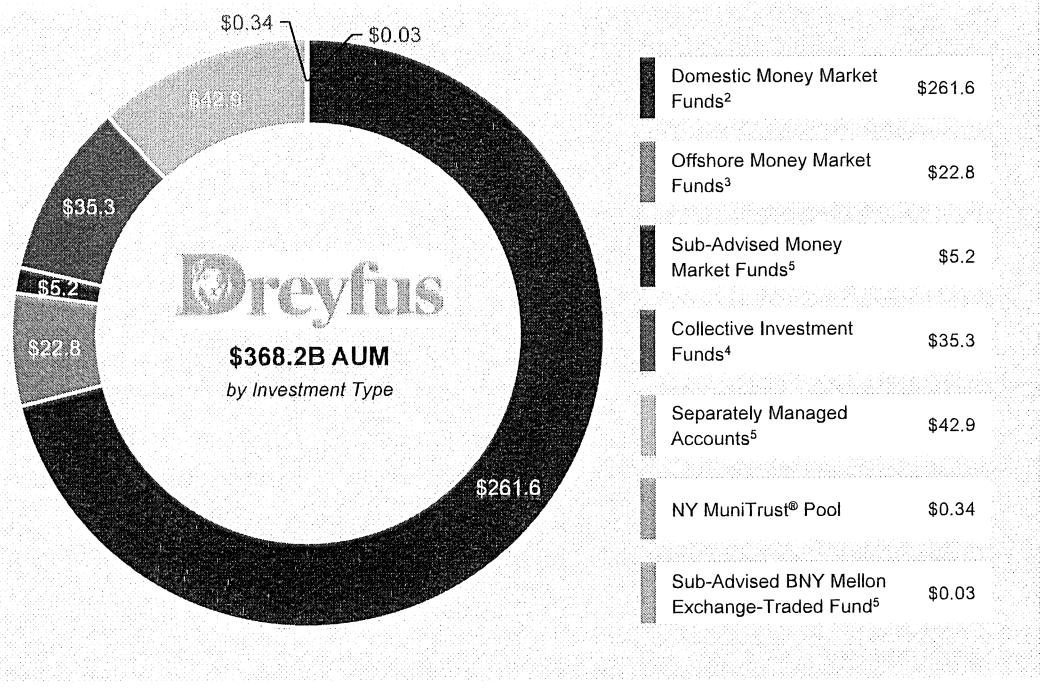
[1]Source: BNY Mellon as of March 31, 2023. BNY Mellon Investment Management is a division of BNY Mellon, which has $46.6 trillion in assets under custody and/or administration as of March 31, 2023. BNY Mellon can act as a single point of contact for clients looking to create, trade, hold, manage, service, distribute or restructure investments. BNY Mellon is the corporate brand of The Bank of New York Mellon Corporation (NYSE: BK). [2]As of March 31, 2023. BNY Mellon's ratings are not recommendations to buy, sell, or hold its common stock. Each rating is subject to revision or withdrawal at any time by the assigning rating organization and should be evaluated independently of the other ratings. Current ratings for The Bank of New York Mellon Corporation and its principal subsidiaries are posted at https://www.bnymellon.com/us/en/investor-relations/bondholder-information.html. Applicable to U.S. financial firms with long-term senior debt and/or long-term deposits. [3]Dreyfus is a division of Mellon Investments Corporation (MIC), a registered investment adviser and subsidiary of BNY Mellon. [4]iMoneyNet, March 2023. BNY Mellon Investment Management does not pay iMoneyNet any compensation to achieve this rating. [5]Source: MIC as of March 31, 2023. See Additional Information in Disclosure Statements. [28527]

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

BNY Mellon: Powering the Financial World

As of March 31, 2023





[1]BNY Mellon Investment Management, a division of BNY Mellon. [2]Dreyfus money market mutual funds are structured within the confines of Rule 2a-7 of The Investment Company act of 1940, as amended, and are managed by Dreyfus, a division of BNY Mellon Investment Adviser, Inc. [3]The offshore money market funds are not available to U.S. Persons (as described in the Prospectus) and may only be offered and sold in accordance with Regulation S under the U.S. Securities Act of 1933. BNY Mellon Investment Adviser, Inc. is the investment adviser to the BNY Mellon U.S. Dollar Liquidity Fund and the BNY Mellon U.S. Treasury Fund. [4]Collective Investment Funds (CIFs) are maintained by The Bank of New York Mellon (the Bank). Employees of Mellon Investments Corporation (MIC) manage the assets of CIFs in their capacity as dual officers of the Bank and MIC. [5]Sub-Advised funds and separately managed accounts are managed by MIC or BNY Mellon Investment Adviser, Inc, each a registered investment adviser. Variations in totals due to rounding. Dreyfus operates as a division of MIC and BNY Mellon Investment Adviser, Inc. See Additional Information in Disclosure Statements. [28527]

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

NY MuniTrust | Dreyfus

BNY Mellon: Over 230 Years of Looking Ahead

BNY MELLON

1784 — The Bank of New York opens for business. Alexander Hamilton is one of the banks directors.

1789 — The Bank of New York provides the first loan ever made to the US government.

1792 — The New York Stock Exchange opens. The Bank of New York is the first company traded.

1832 — The Bank of New York begins managing funds for private clients.

1922 — The Bank of New York merges with the New York Life Insurance and Trust company, introducing trust and custody services to the bank's core offerings—a space the Bank dominates today.

1951 — The Dreyfus Corporation is established.

1967 — The Bank of New York's London office is established to serve domestic and international clients.

1974 — Dreyfus launches public retail money market fund.

1985 — Dreyfus introduces low expense cash management funds.

1994 — Mellon Bank Corporation merges with The Dreyfus Corporation.

1996 — Dreyfus offshore investments launched.

2000 — Began managing our first local government investment pool.

2007 — The Bank of New York mergers with Mellon Bank Corporation forming the Bank of New York Mellon (BNY Mellon), with Dreyfus as an affiliated subsidiary.

2021 — Dreyfus' cash management business merges with Mellon Investments Corporation.

2022 — BNY Mellon and Dreyfus partner with NY MuniTrust to launch a short-term, highly liquid investment pool designed specifically for the New York public sector.

See Additional Information in Disclosure Statements. [28527]

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

NY MuniTrust | Dreyfus

About NY MuniTrust®

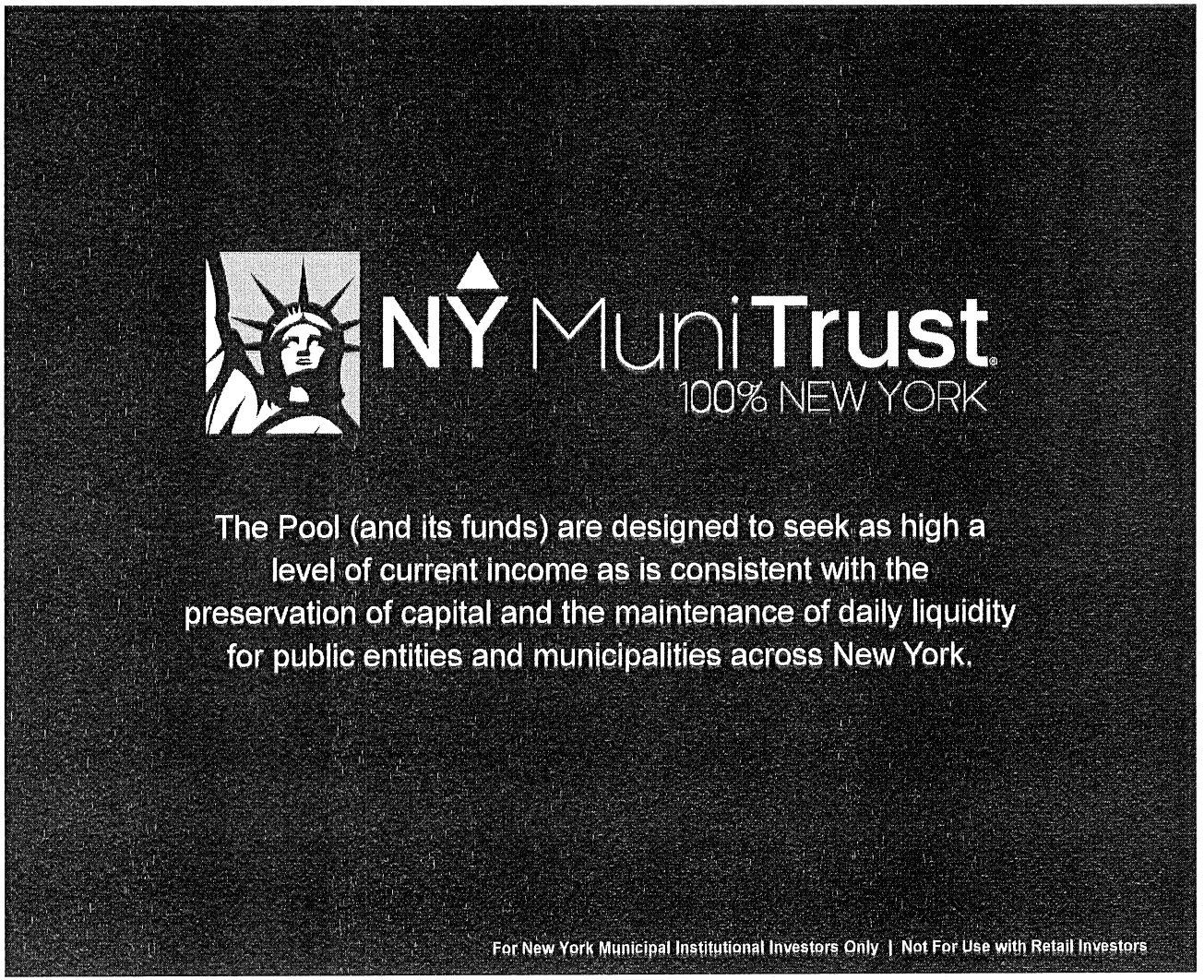
NY MuniTrust is a short-term, highly liquid Investment Pool designed specifically for the public sector. NY MuniTrust consists of two separate investment funds:

NY MuniTrust Excelsior Fund
Counties Only

NY MuniTrust Empire Fund
Other Public Entities

The Pool's short-term fixed income investments are permissible under the New York State General Municipal Law (GML) and provide the ability to invest operating cash in a diversified portfolio of short duration fixed- income securities.

See Additional Information in Disclosure Statements. [28360]



NY MuniTrust® Excelsior & Empire Fund Features

	NY MuniTrust Excelsior Fund (Counties Only)	NY MuniTrust Empire Fund (Other Public Entities)
Fund Code	4701	4702
Credit Rating Agency	S&P AAAm	S&P AAAm
Trading Deadline	12:00 p.m. ET	12:00 p.m. ET
Minimum Investment	$100K	$50K
Dividend Policy	Declared daily / paid monthly	Declared daily / paid monthly
Investment Adviser	Dreyfus	Dreyfus
Distributor/Servicing Agent	BNY Mellon Securities Corporation	BNY Mellon Securities Corporation
Custodian, Fund Accounting & Administration, and Recordkeeping	The Bank of New York Mellon	The Bank of New York Mellon
Investment Guidelines	The fund is limited to counties established within the state of New York and may use the recently expanded New York State General Municipal Law (GML) investment guidelines, including the ability to invest in highly rated commercial paper and money market mutual funds.	The fund adheres to New York State GML investment laws and is available to all eligible municipal corporations organized under NY State Law including counties not within the City of New York, school districts, Boards of Cooperative Educational Services, cities, towns, villages, and special districts, including fire districts.
Lead Participant	Orange County NY	Orange County NY
Customer Service Team	BNY Mellon Institutional Services	BNY Mellon Institutional Services

[1]A AAAm rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including portfolio credit quality, diversification, maturity, and liquidity of the fund as well as the strengths and weaknesses of the fund's management including credit research, risk management and internal controls to limit exposure to loss. AAAm is the highest principal stability fund rating assigned by S&P Global Ratings. Ratings are subject to change and do not remove market risk. S&P Global Ratings is neither associated nor affiliated with the fund. Fund ratings are statements of opinion, not statements of fact or recommendations to buy, sell or hold the shares of a fund. Standard & Poor's (S&P) believes that, with a Principal Stability Rating of AAAm, the fund has an extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. For more information on the rating methodology visit www.standardandpoors.com. See Additional Information in Disclosure Statements. [28527]

NY MuniTrust®

Offers Two Investment Funds 100% for New York

	Primary Investments				
	Treasury Instruments[2]	Agency Instruments[3]	Repurchase Agreements	Tier One US Commercial Paper[4]	Government Money Market Mutual Funds
Excelsior Fund	●	●	●	●	●
Empire Fund	●		●		

Investments are permissible under the New York State General Municipal Law (GML)[1]

[1]There are other investments permitted. Please see the Investment Policy Statement for details. [2]Includes US Treasury Bills, US Treasury Notes (fixed and floating). [3]Includes agency discount notes and US agency debentures. [4]Includes commercial paper of foreign entities that are incorporated in the US. See Additional Information in Disclosure Statements. [28360]

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

NY MuniTrust | Dreyfus

Investment Philosophy

We seek to deliver a consistent balance of low volatility of principal, high liquidity & yield

EXPERTISE

- Seeking consistent risk-adjusted performance requires top-down and bottom-up analysis to identify best investment opportunities.
- Our team of investment professionals evaluate both quantitative and fundamental factors to determine relative risk and value perspectives at both the sector and security level.

COMPETITIVE YIELD

- We seek to deliver competitive performance commensurate with prudent risk management.
- We look to offer a solution to diversify your cash portfolio with the potential to enhance overall yield.

BALANCE

- We strive for the optimal balance of low volatility, high liquidity and return.
- Our investment professionals evaluate opportunities across all significant markets to meet investment objectives in a consistent, repeatable manner.

RISK MANAGEMENT

- We believe our quantitative risk approach and methodology ensures portfolios are managed within stated risk guidelines.
- Our investment team's rigorous risk management and credit research focuses on reducing systematic and idiosyncratic risk across our cash strategies.

See Additional Information in Disclosure Statements. [28360]

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

NY MuniTrust | Dreyfus

BNY Mellon Institutional Services

- The BNY Mellon Institutional Services team provides dedicated expert client service and operational support to our clients invested in the NY MuniTrust Local Government Investment Pool.
- The team acts as a liaison between our clients, the Fund's Transfer Agent and other internal departments in an effort to maintain outstanding client service/operational support and enhance the client experience.
- Responsibilities range from account onboarding, client inquiries, reporting and transaction processing.
- The team provides access and support to NY MuniTrust clients who trade via our proprietary money market fund trading portal, AdvisorCentral®.
- Average length of service of more than 15 years[1].
- All FINRA licensed. (FINRA and MSRB rules require licenses to offer municipal fund securities)

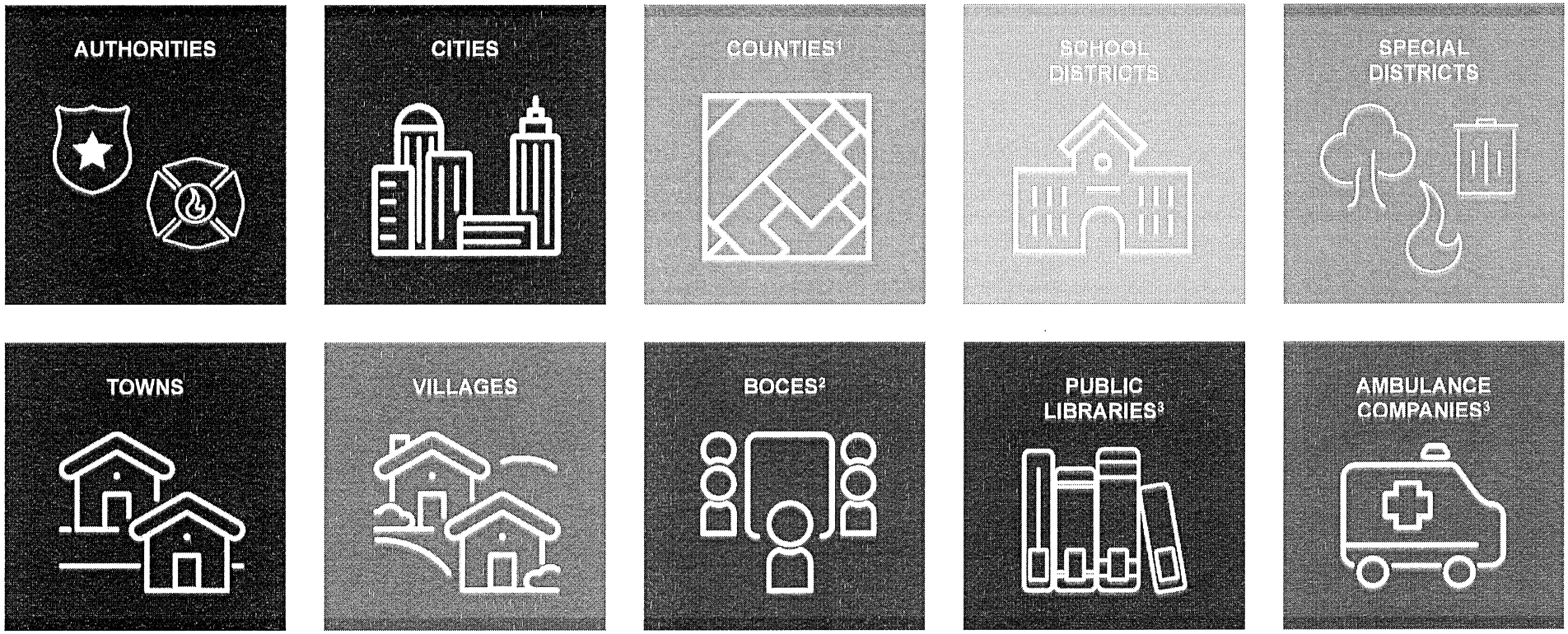
Contact Us

Customer Service
BNY Mellon Institutional Services
1 (833) NYS-MUNI
LGIPService@bnymellon.com

Hours of Operation
Monday to Friday
8:30 a.m. – 5:00 p.m. ET

[1]As of March 31, 2023. FINRA = Financial Industry Regulatory Authority. MSRB = Municipal Securities Rulemaking Board. The Bank of New York Mellon (BNY Mellon), serves as custodian bank for the Pools. The custodian is responsible for holding in a separate account all investment securities and money for the Pool. BNY Mellon Investment Servicing (US), Inc. (BNYMIS) is the Pool's recordkeeper (Transfer Agent) and dividend disbursing agent. In this role, BNYMIS maintains participant account records for the Pools and handles the payment of dividends and distributions payable by the Pools. BNYMIS is a wholly-owned subsidiary of The Bank of New York Mellon. See Additional Information in Disclosure Statements. [28527]

Public Sector Entities Eligible to Invest in NY MuniTrust®



[1]Not within the City of New York. [2]Boards of Cooperative Educational Services. [3]Must be owned by a county, town, city or village to be eligible. See Additional Information in Disclosure Statements. [28527]

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

NY MuniTrust | Dreyfus

Investment Team

Our Investment Team

CHIEF INVESTMENT OFFICER

John Tobin
Chief Investment Officer, Dreyfus

PORTFOLIO MANAGER

Frank Gutierrez
Head of Portfolio Management & Trading

PORTFOLIO MANAGER

Stephen Murphy, CFA
Senior Portfolio Manager

PORTFOLIO MANAGER

John Hosa, Jr. CFA
Senior Portfolio Manager

PORTFOLIO MANAGER

Anthony Honko
Portfolio Manager

PORTFOLIO MANAGER

Sara Cummins
Portfolio Manager

PORTFOLIO MANAGER

Amy Lowen
Portfolio Manager

As of March 2023. CFA® and Chartered Financial Analyst® are registered trademarks owned by CFA Institute. See Additional Information in Disclosure Statements. [28461]

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

NY MuniTrust | Dreyfus

Learn More

Learn More

NY MuniTrust

www.nymunitrust.com

Sales Contacts

Kevin Brown, CIMA®

Director of Sales

1 (212) 922-8920

brown.kh@dreyfus.com

FINRA Licenses:
Series 6, 7, 24, 53, and 63

Antonio Ditri

Business Development

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antonio.ditri@dreyfus.com

FINRA Licenses:
Series 6, 7, 53 and 63

Michelle Lens

Business Development

1 (212) 922-6616

lens.m@dreyfus.com

FINRA Licenses:
Series 6, 7, 52, and 63

FINRA & MSRB rules require licenses to offer municipal fund securities

CIMA = Chartered Institute of Management Accountants. FINRA = Financial Industry Regulatory Authority. www.brokercheck.finra.org. FINRA BrokerCheck is a free, online tool that helps individuals research brokers, investment firms, and financial advisers. Investors can obtain a variety of information, including descriptions, services offered, credentials, sanctions, and registrations, that may be helpful in the selection and vetting of an individual financial advice provider or brokerage firm. MSRB = Municipal Securities Rulemaking Board. See Additional Information in Disclosure Statements. [28527]

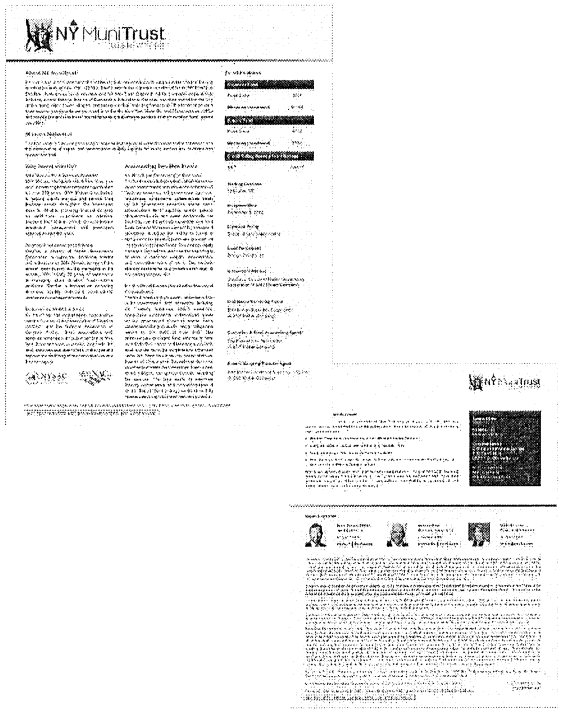
For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

NY MuniTrust | Dreyfus

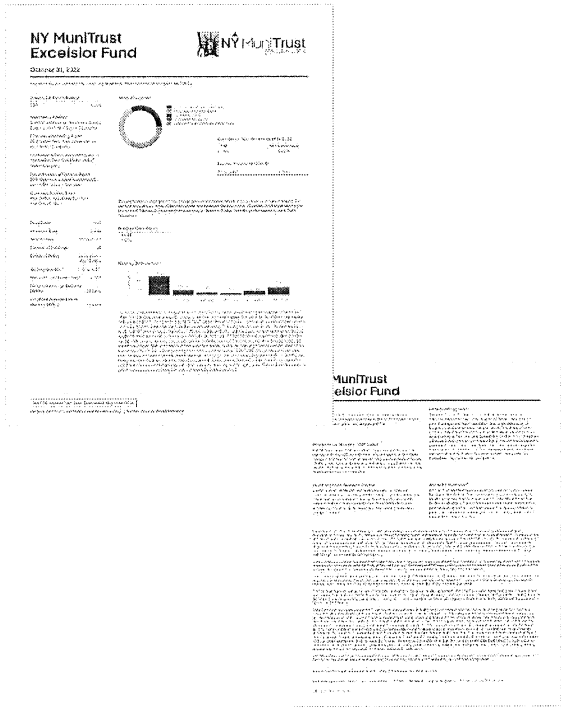
Appendix

Marketing Resources

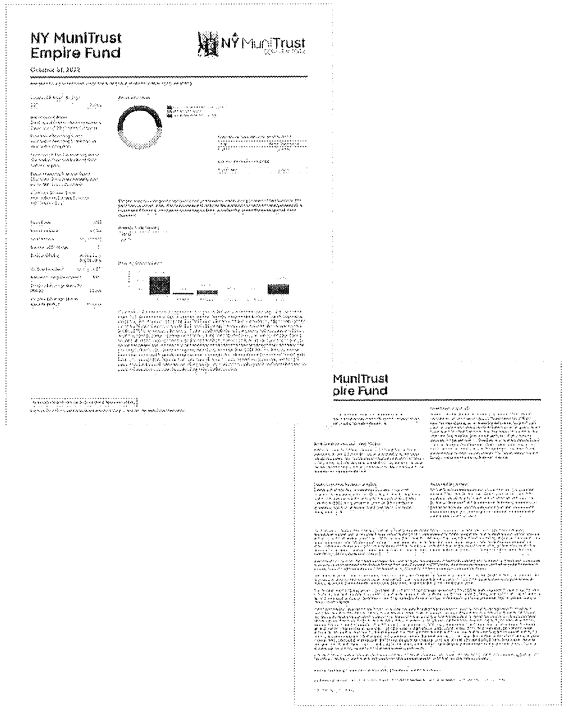
PRODUCT SHEET



EXCELSIOR FUND FACT SHEET



EMPIRE FUND FACT SHEET



Facsimiles are provided for illustrative purposes and are not indicative of the past or future performance. See Additional Information in Disclosure Statements. [28527]

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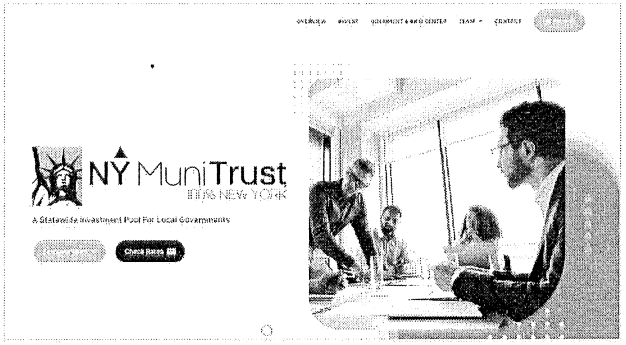
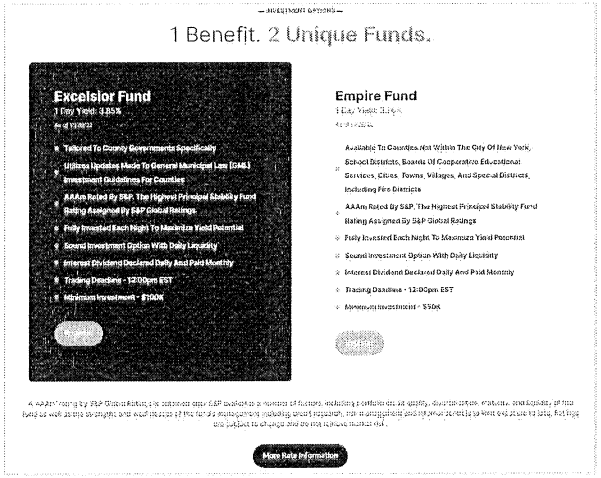
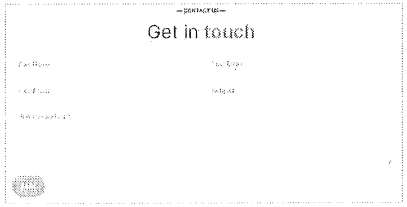
NY MuniTrust | Dreyfus

www.nymunitrust.com







See Additional Information in Disclosure Statements. [28527]

For New York Municipal Institutional Investors Only | Not For Use with Retail Investors

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Disclosures

Disclosures

Investors should consider the investment objectives, risks, charges, and expenses of the Funds carefully prior to investing. Investment in the Funds is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although the Funds seek to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in the Funds.

This material is a general summary of some of the basic features of the NY MuniTrust® Local Government Investment Pool ("LGIP" or "Pool"), is for informational purposes only, and should not be construed as investment advice or a recommendation of any security. For a more complete understanding of Fund specific features, please refer to the NY MuniTrust Information Statement available from the LGIP or its distribution agents.

The Pool is an intermunicipal agreement (IMA) created through a municipal cooperation agreement (Municipal Cooperation Agreement) made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the Act), dated as of February 1, 2022 by and among Orange County (Lead Participant) and each district and municipal corporation, as defined in the Act, that enters into the Municipal Cooperation Agreement hereof (collectively, together with the County of Orange, the Participants).

Risks Considerations: Investments in the Funds involve investment risks, including the possible loss of principal. Market risk is the potential for a decline in the market value of a debt instrument and may be affected by a change in interest rates, political, regulatory, economic and social developments. Interest rate risk refers to the decline in the prices of fixed income securities that may accompany a rise in the overall level of interest rates. A sharp and unexpected rise in interest rates could impair the Fund's ability to maintain a stable net asset value. Very low or negative interest rates may magnify interest rate risk. In addition, a low interest rate environment may prevent the Fund from providing a positive yield or paying Fund expenses out of Fund assets and could impair the Fund's ability to maintain a stable net asset value. Credit risk is the possibility that the issuer of a bond or other security will fail to make timely payments of interest and principal. The credit risk associated with each Fund within the Pool, therefore, depends on the credit quality of the underlying debt instruments held by that Fund. In the event of a payment default on a debt instrument held in a Fund, the investment return on the Fund within the Pool that owns the investment in default will be adversely affected and, in some cases, the Fund could experience a loss of principal. Liquidity risk is the potential for there not to be a ready market for the securities in which the Fund invests. Lack of ready markets could prevent the Fund from selling securities to provide cash to meet liquidity needs, including amounts required for timely payment of withdrawals requested by participants.

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MIC-373889-2023-04-19

NY MuniTrust
100% NEW YORK
Dreyfus

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY
DEPARTMENT OF FINANCE
County Office Building ◆ 800 Park Avenue ◆ Utica, New York 13501
(315) 798-5750 ◆ Fax: (315) 735-8371 ◆ www.ocgov.net

September 15th, 2023

FN 20 23 310

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

We would respectfully request that you please forward said petitions to the Oneida County Board of Legislators for full board consideration on October 11th.

NUMBER		AMOUNT
3	REFUNDS	$ 5557.41
6	CORRECTIONS	$ 11,734.21

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

RECEIVED
SEP 18 2023

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

Anthony J. Picente, Jr.
County Executive

Date 9-18-23

		ERROREOUS ASSESSMENTS							
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"
Kirkland	2023	Indium Corp.	4089 337.000-2-31 NN			$ 923.43	$ 690.15	$ 233.28	$ -
Vienna	2023	Nausbaum, Scott	6489 236.011-2-2 NH			$ 3,315.01	$ 681.66	$ 2,633.35	$ -
Vienna/Syl.Bch	2023	O'Neil, Daniel & Edie	6401 236.019-1-51 PS			$ 4,874.62	$ 4,185.60	$ 689.02	$ -
Boonville	2023	Kirk, Leonard	2689 15.000-1-55.37 YD	$ 385.44	$ 385.44			$ -	$ -
Boonville	2022	Kirk, Leonard	2689 15.000-1-55.37 YD	$ 474.22	$ 474.22			$ -	$ -
Boonville	2021	Kirk, Leonard	2689 15.000-1-55.37 YD	$ 573.28	$ 573.28			$ -	$ -
Boonville	2020	Kirk, Leonard	2689 15.000-1-55.37 YD	$ 675.15	$ 675.15			$ -	$ -
Camden	2023	Gilsenan, Debra	3001 147.005-1-16 NT	$ 1,758.75	$ 1,758.75			$ -	$ -
Remsen	2023	Northwood Performings Arts	5289 142.002-7-8.2 US	$ 8,724.18	$ 7,867.37			$ 856.81	$ -
					$ 11,734.21		$ 5,557.41		

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY
DEPARTMENT OF FINANCE
County Office Building ◆ 800 Park Avenue ◆ Utica, New York 13501
(315) 798-5750 ◆ Fax: (315) 735-8371 ◆ www.ocgov.net

September 18, 2023

FN 20 23 - 311

GOVERNMENT OPERATIONS
WAYS & MEANS

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

Dear County Executive Picente:

On Saturday, September 16, 2023, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest offers received that evening. We began this auction with 65 properties, and collection efforts have resulted in collecting over $ 463,866.10 in delinquent taxes.

We recommend full Board consideration of the attached bids for approval at the October 11, 2023 meeting and respectfully request that you forward same at your earliest opportunity.

Please note that this activity withdraws the option under BOL Resolution #030, dated January 12, 2022 (copy attached), granting the possibility of a quitclaim of county interest in parcel 307089 276.000-1-3.2 in the town of Whitestown for a state purpose. Due to extenuating circumstances, the state no longer has an interest in acquiring this parcel and agreed to the county placing it up for auction at this time.

Sincerely yours,

Anthony Carvelli
Commissioner of Finance

RECEIVED
SEP 19 2023

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

Anthony J. Picente, Jr.
County Executive

Date 9-19-23

AC/dmh

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators
Peter M. Rayhill, County Attorney
Mikale Billard, Clerk of the Board

September 16, 2023 Auction

LOT #	OWNERS NAME	SWIS	TAX MAP NUMBER	CD	TOWN	PROPERTY LOCATION	BIDDER	TAXES OWED	Bid Amt
9	RUGARI RYAN	301600	318.64-1-6	PO	UTICA	715 MULBERRY ST	A&D INVERTMENT LLC	$3,058.76	$18,800.00
13	CLAIR ROSE	302201	381.019-4-34	RR	AUGUSTA/V ORISKANY FALLS	104 S MAIN ST	Michael Lituchy	$14,435.05	$25,000.00
14	DROLESKEY JOSEPH J	302800	396.000-1-40	LT	BRIDGEWATER	STONE RD WS	JBIRA, LLC	$30,648.83	$25,100.00
18	PALEWSKI PETER S	303200	294.004-1-70.1	OT	DEERFIELD	1 FINEVIEW DR	Jonathan Batson	$2,762.79	$7,300.00
23	STECKLEY JEFFERY D	303400	92.000-1-36.1	NP	FLORENCE	LOVELAND RD NS	William Osuchowski	$26,283.90	$110,100.00
26	WALTERS EDWARD	303800	36.003-2-48	RB	FORESTPORT	IRISH SETTLEMENT RD	Steven J. Just	$1,092.54	$5,300.00
27	JOHANTGEN PHILLIP G	303800	67.001-3-81	PR	FORESTPORT	12056 WOODHULL RD	Stephen Joyce	$5,510.88	$26,300.00
29	RUTLEDGE AMARA L	304200	169.000-2-4	LK	LEE	KIWANIS RD WS	Anthony J. Pettinelli II	$7,581.90	$17,100.00
30	MESSENGER STEVEN	304400	246.000-2-51.1	ML	MARCY	7262 ROUTE 291	Emir Arnautovic	$22,355.53	$24,600.00
31	ATKINSON SHERILYNN	304400	277.000-1-42	MH	MARCY	ROUTE 291 WS	James L. Thomas	$4,046.66	$5,600.00
34	CHAIFFE ARMETA CIALFI	304889	350.017-1-10.1	OS	NEW HARTFORD	SCHOOL ST	Edward G. Collins	$4,968.69	$6,200.00
34	CHAIFFE ARMETA CIALFI	304889	350.017-1-10.2	PO	NEW HARTFORD	ELM ST	Edward G. Collins	$465.07	
35	ROBERTS BETTY	305089	368.010-1-15	QG	PARIS	9675 HOLMAN CITY RD	JBIRA, LLC	$22,035.51	$33,500.00
36	NIEMIEC MARIA	305089	377.000-2-36.3	VB	PARIS	2035 KEHOE RD	Aldin Zukic	$14,708.34	$39,900.00
37	9749 MAIN STREET CORP	305201	159.007-1-43	QC	REMSEN/V REMSEN	NYS RTE 12	Thomas Colucci	$89,515.66	$58,431.00
45	9749 MAIN ST CORP	305807	159.011-1-1	LV	TRENTON/V REMSEN	NYS RT 12	Thomas Colucci	$5,762.78	$3,669.00
38	SABATINO MELISSA	305201	159.007-2-28	SZ	REMSEN/V REMSEN	MAIN ST	Laurence R. Olcott	$66,541.82	$2,550.00
39	HITCHCOCK CHARLOTTE N	305201	159.007-2-34	QT	REMSEN/V REMSEN	MAPLE AVE	Richard Treusdell	$8,029.31	$7,000.00
40	LASHER DAWN	305201	159.007-3-2	NV	REMSEN/V REMSEN	MAPLE AVE	Richard E. Bennett II	$4,802.24	$7,200.00
41	LASHER DAWN	305201	159.007-3-3	OO	REMSEN/V REMSEN	9634 MAPLE AVE	Richard E. Bennett II	$52,299.34	$9,200.00
42	SCHRAM STEVEN L	305289	140.000-1-16	MY	REMSEN	9966 OLD ST RT 12	Justin Tubia	$24,938.94	$18,100.00
43	DERSHERL JAMES H	305289	142.002-4-13	OF	REMSEN	SAUQUOIT RD WS	Laurence R. Olcott	$479.57	$910.00
44	LEWIS KEVIN	305401	392.006-2-16	QA	SANGERFIELD/V WATERVILLE	155 BUELL AVE	Laurence R. Olcott	$30,519.61	$7,100.00
47	PFOHL GEORGE	306200	298.002-1-13	MT	VERONA	NY RT 31	Domonick Dellow	$3,154.38	$2,025.00
48	COLEMAN FRANCIS E	306401	236.019-2-3.1	PE	VIENNA/V SYLVAN BEACH	2109 PLEASANT AVE	Mitchell Scherer	$24,383.55	$78,600.00
51	FRANZ FLOYD JR.	306489	201.000-2-1.7	OY	VIENNA	8397 TEELIN RD	KR Real Estate Investments, LLC	$21,356.66	$56,100.00
58	GRIFFITH DAISY	307001	276.018-2-7	RN	WHITESTOWN/V ORISKANY	305-307 MAIN ST	Laurence R. Olcott	$42,991.06	$6,900.00
59	RIEBEN LAWRENCE J	307001	276.018-3-89	ZD	WHITESTOWN/V ORISKANY	109 GRAHAM ST	Sejad Karovic	$38,515.94	$50,200.00
60	HIGDON DANNY W	307003	305.014-5-21	MT	WHITESTOWN/V WHITESBORO	14 THARRATT PL	Thomas Schumchyk	$20,567.26	$41,100.00
***62	LEATHERSTOCKING MEDIA GROUP	307089	276.000-1-3.2	OY	WHITESTOWN	6490 THOMAS RD	Ryan Matthew Shannon	$45,458.37	$30,100.00
63	DANKO EDWARD F	307089	291.000-1-43	OX	WHITESTOWN	5575 VALLEY RD	J316 Solutions, LLC	$7,560.29	$26,600.00
***62	LEATHERSTOCKING MEDIA GROUP	307089	276.000-1-3.2	OY	WHITESTOWN	6490 THOMAS RD	Prior Resolution to Transfer ownership to NYS is rescinded		

Oneida County Department of Purchasing
800 Park Ave 6th Floor Utica, NY 13501
Phone (315) 798-5880 Fax (315) 798-4042
purchasing@ocgov.net

Anthony J. Picente Jr.
County Executive

Alfred J. Barbato
Director

FN 20 23-312

GOVERNMENT OPERATIONS

September 13, 2023

WAYS & MEANS

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

Subject: Memorandum of Understanding (MOU) for Mail and Courier Services – City of Utica

Dear County Executive Picente:

Oneida County Department of Purchasing desires to renew the MOU for shared services to provide mail and courier services to the City of Utica with offices located in City Hall, 1 Kennedy Plaza, Utica, NY 13501. Under the agreement, Department of Purchasing will continue to assist the City of Utica with the daily processing and delivery of mail and parcels via United States Postal Services (USPS), Immediate Mailing Services (IMS), and United Parcel Service (UPS) and by courier between government buildings in Rome, Utica and Oriskany.

Oneida County Department of Purchasing will add no fees or costs as a premium for the services provided. The City of Utica will be charged only for actual postage and parcel fees used in the same manner that County departments are charged. Routine pickup and delivery of mail and parcels for City of Utica will be handled by the Department of Purchasing Courier at City Hall, 1 Kennedy Plaza, Utica as a normal stop on the courier route.

The City of Utica is expected to continue to realize savings for postage as a result of the discount rate offered by IMS. Use of E-Certified mail also offers the City of Utica a reduced rate when a return receipt is not required. If approved, the term of this MOU will be for 5 years beginning August 1, 2023 and ending July 31, 2028.

Based on the firm belief that City of Utica will continue to save money by sharing Mail and Courier Services with Oneida County, Board of Legislators approval is respectfully requested for this MOU.

Sincerely,

Alfred A. Barbato
Director, Purchasing

Encs.

RECEIVED
SEP 15 2023

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

Anthony J. Picente, Jr.
County Executive

Date 9-15-23

Oneida Co. Department: Purchasing

Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: City of Utica
1 Kennedy Plaza
Utica, New York 13502

Title of Activity or Service: Memorandum of Understanding (MOU) for Mail and Courier Services

Proposed Dates of Operation: August 1, 2023 – July 31, 2028

Client Population/Number to be Served: City of Utica Departments

Summary Statements

1) **Narrative Description of Proposed Services**: Mail and parcel processing and delivery for City of Utica government offices. City of Utica will pay actual postage and parcel fees. No premium fees will be charged. City of Utica's City Hall, located at 1 Kennedy Plaza, Utica is already a routine stop for the OC Purchasing Department Mail Courier.

2) **Program/Service Objectives and Outcomes**: Shared Services Agreement offers the City of Utica a cost savings in the form of discount postage from Immediate Mailing Services as well as use of E-Certified service for certified mail that does not require a return receipt.

3) **Program Design and Staffing:** Oneida County mail staff currently stops at City Hall for pickup and delivery of mail and other parcels.

Total Funding Requested: $0 **Account:** # A2224

Oneida County Dept. Funding Recommendation: $0

Proposed Funding Sources (Federal $/State $/County$): City of Utica

Cost per Client Served: N/A

Past Performance Data: This shared service first began in 2014.

O.C. Departmental Staff Comments:

MEMORANDUM OF UNDERSTANDING
Mail and Courier Services
Between the City of Utica and the County of Oneida

This Memorandum of Understanding (the "MOU") is by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its Purchasing Department/Mail Room, hereinafter referred to collectively as the "County," and the City of Utica, a municipal corporation organized and existing pursuant to the laws of the State of New York, with its principal offices located at 1 Kennedy Plaza, Utica, New York 13502, hereinafter referred to as the "City."

PURPOSE:

The Purpose of this MOU is to establish a shared services agreement with a goal of pooling the resources of staff and equipment between the City and the County. This MOU is intended to assist the City with the daily processing and delivery of mail and parcels via either the United States Postal Service ("USPS"), Immediate Mailing Services ("IMS"), United Parcel Service ("UPS"), or by courier, between government services buildings in Rome and Utica, including Griffiss International Airport and the Oriskany Complex.

TERM:

The term of this MOU will be for a period of five (5) years beginning on or about August 1, 2023, and ending July 31, 2028, unless terminated sooner. This MOU may be terminated at any time by either party upon written notice of sixty (60) days to the address written above.

FEE:

There shall be no County fees or costs added as a premium for the services described herein. This MOU is intended to provide mutual coordination of mailroom, postage and delivery services at no additional fee for service other than the normally anticipated costs for postage and parcels at USPS, IMS and UPS rates. These rates are more fully described in Exhibit "A," "Mailroom Services and Routes," attached hereto and made a part hereof.

From time-to-time, USPS, IMS and/or UPS may raise or otherwise change shipping and postal charges and rates. The County and the City agree that this MOU shall continue in effect without additional amendment or alteration required at the time of any rate change. Both the City and the County accept and agree that they will be bound by the rates established by the USPS, IMS and UPS.

SUMMARY OF SERVICES:

1. The County's mailroom staff will provide pickup and processing services of outgoing mail and UPS parcels from the City daily during the regular work week of Monday through Friday. At that time, any mail to be delivered from other stops on the County's mail route will be delivered to the City. Mail being picked up at that time will be transferred to the County's mailroom to have postage affixed, recorded and delivered to the United States Postal Facility located on Pitcher Street, or to be picked up by IMS or UPS.

2. The City will ensure that outgoing mail has been prepared in accordance with the established shipping standards of USPS, IMS or UPS, whichever service is used. A record of postage and parcel expenses will be kept by the County for each of the City's department accounts and invoices will be submitted to the City monthly.

3. Charges for postage, UPS shipping, etc. will be exactly the same for City departments as it is for County departments. There will be no premium or additional charges added. The City will receive full benefit of the discount mail rate offered by IMS for qualifying mail.

4. The City will submit payment to the County monthly for services provided in the previous month.

INDEPENDENT CONTRACTOR STATUS:

The City agrees that its officers, agents, directors, employees or members, in accordance with the status of the City as an independent contractor, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the County, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit.

The County agrees that its officers, agents, directors, employees or members, in accordance with the status of the County as an independent entity, will conduct themselves consistent with such status; that they shall neither hold themselves out as, nor claim to be, officers or employees of the City, nor shall they make any claim, demand or application to, or for, any right or privilege applicable to any officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership credit.

INDEMNIFICATION:

To the fullest extent permitted by applicable law, the City (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including the City's authorized personnel) arising out of or in connection with the exercise by the City or any of the City's authorized personnel of the rights and privileges granted by or pursuant to this MOU, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

ENTIRE AGREEMENT:

The terms of this MOU, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this MOU. 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.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates written below.

CITY OF UTICA

Robert ~~M.~~ Palmieri
Mayor

08/29/23
Date

ONEIDA COUNTY

Anthony J. Picente, Jr.
County Executive

Date

Approved

Robert Reittinger
Assistant County Attorney

EXHIBIT A
MAILROOM SUMMARY AND ROUTES

Mailing services include:

United States Postal Service (USPS) Priority, Express, International, Certified and Return-receipt services

- Presort rate is $0.63 as of January 22, 2023, subject to change per post office guidelines
- Discount rate for 1st Class Flat Mail
- Discount rate for Priority and Express via Pitney Bowes Mail Machine
- E-Certified Mail — offers reduced rate without need for Return Receipt
    - PC-based program creates Ship Request for Mailroom. Users can track USPS website for signature and delivery status
- Certified Mail with Return Receipt if required
- Includes discount rates via Pitney Bowes Mail Machine

United Parcel Service (UPS) services including Next-Day and 2nd Day-Air Daily deliveries of inter-office mail and courier services are provided to departments Countywide. Our Courier makes two "runs" to deliver mail and one to deliver supplies each business day.

The mailroom handles an average of 2500 pieces of first class mail each workday, and up to 8000 pieces of mail per day during peak periods at tax time. Discounted flat is provided by Immediate Mail Services. Outgoing mail schedule must be received in the County mailroom as follows in order to be sent the same day:

- DISCOUNT MAIL — 2:00 pm daily (Monday — Friday)
    - **Note:** Due to changes implemented by the USPS in 2012, mail sent out on Fridays will not be processed until Mondays. Offices that send mail on Fridays should expect a delay in mail delivery due to this change
- FIRST CLASS MAIL — 2:30 pm daily (Monday — Friday)
    - **Note:** the Mailroom can accommodate urgent mail that arrives after 2:30pm in an emergency

COURIER ROUTES

Courier Routes - Daily pickup and delivery except as noted; all departure and return times are approximate.

Run #1 Utica Route — Departs Oneida County Office Building 9:00 am and returns 10:20 am

Order of Stops:

1) New York State Office Building
   a) Inter-Office from and to all State Agencies
2) Mohawk Valley Community College, (additional 2pm run on Monday, Wednesday and Friday only)
3) 185 Genesee Street (Adirondack Bank Building)
4) 177 Genesee Street (Clark City Center)
5) 321 Main Street (Union Station)
6) 209 Elizabeth Street (Paul Building)
7) 235 Elizabeth Street (Law Library)
8) 406 Elizabeth Street (Health Clinic)
9) 500 Whitesboro Street (Insight House)
10) 1600 Genesee Street (Solid Waste Authority)
11) 930 York Street (Child Advocacy Center)

Run #2 Rome Route — Departs Oneida County Office Building 10:30 am and returns 1:00 pm

1) 51 Leland Avenue
2) Griffiss Business Park
   a) Oneida County Airport Offices
   b) EDGE
   c) Veterans
3) Rome City Hall
4) Rome City Police Department
5) Oneida County Courthouse
6) 300 W. Dominick Street
7) 301 W. Dominick Street
8) Oriskany Offices Complex
   a) OFA, Traffic Safety and STOP-DWI (120 Airline Bldg.)
   b) Public Works
   c) Oneida County Sheriff
   d) 911 Emergency Management
   e) Cornell Cooperative Extension
9) Utica City Hall

Run #3 Utica, Various Locations — Departs Oneida County Office Building 2:00 pm

- Delivery of Print Shop orders and supplies

Mary Finegan
County Clerk

Lisa Weeks
1st Deputy Clerk

Deputy County Clerks
Gary Artessa
Brenda Breen
Lynarda J. Girmonde
Matthew Black
Sandra Sanzone

CLERK OF ONEIDA COUNTY

County Office Building • 800 Park Avenue • Utica, New York 13501

Phone: (315) 798-5776 • Fax: (315) 798-6440

September 7, 2023

FN 20 23-313

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Subj: Bonded Courier Agreement

Dear County Executive Picente:

For several years now, the County Clerk's Office has contracted for the services of a bonded courier service with L B Security and Investigations, Inc. to handle bank runs and transport cash and other funds back and forth between the County Office Building, Union Station and local banks.

L B Security and Investigations, Inc. was the sole bidder responding to the County's Request for Bids.LB Security's prior agreement with the County terminated on December 31, 2022. The attached agreement will allow L B Security to provide the same services it has previously provided the County. This agreement will become effective upon execution and will run through 12/31/2024 with an annual renewal option for 2025 and 2026. Under the provisions of the attached agreement L B Security and Investigations, Inc. personnel will continue making transport and bank runs for the County Clerk, and transport funds and make deposits for the Probation Department, as well as taking over bi-weekly payroll delivery to many of those County Departments not at the County Office Building.

This agreement will be paid through the County Clerk's Office, Probation Department and other County departments utilizing the courier services at a maximum cost not to exceed $195,850.99. This agreement will require Board of Legislature approval.

Should the request herein meet with your approval, I respectfully request that you forward this letter to the Board of Legislators for its consideration and approval.

Respectfully submitted,

Mary Finegan

Mary Finegan
Oneida County Clerk

RECEIVED
SEP 15 2023

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

Anthony J. Picente, Jr.
County Executive

Date 9-15-23

cc: Robert R. Reittinger, Assistant Oneida County Attorney

Oneida Co. Department: County Clerk

Competing Bid X
(Only Respondent) _____
Sole Source RFP _____
Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: L B Security and Investigations, Inc.
610 French Road, Suite #3
New Hartford, New York, 13413

Title of Activity or Service: Bonded Courier Agreement

Proposed Dates of Operation: Upon execution – 12/31/2024
Two (2) One Year Renewals (2025 and 2026)

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** This is an agreement for Bonded Courier Services.

2) **Program/Service Objectives and Outcomes:** This agreement will provide uniformed security personnel to act as bonded couriers to transport cash and other funds between County departments and make deposits at local banks. The personnel will also make payroll deliveries bi-weekly from the County Office Building to outlying county departments.

3) **Program Design and Staffing:** Uniformed security personnel will be provided by vendor as needed.

Total Funding Requested: $195,850.99 **Accounts: Main:** #A1411.495

Oneida County Dept. Funding Recommendation: $195,850.99

Proposed Funding Sources (Federal $/ State $/County $): County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

BONDED COURIER SERVICES AGREEMENT

This AGREEMENT (the "Agreement") dated as of the _____day of _____ , 2023 between the County of Oneida, a municipal corporation existing pursuant to the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York, hereinafter referred to as the "County," (which shall include County Departments being serviced by this agreement) and L B Security and Investigations, Inc., a corporation licensed to do business in the State of New York, with its principal offices located at 610 French Road, Suite #3, New Hartford, New York, hereinafter referred to as the "Contractor," each a "Party," and collectively, the "Parties."

WITNESSETH

WHEREAS, the County desires to have the Contractor provide the County with uniformed security personnel for the purposes of providing Bonded Courier Services (the "Services); and

WHEREAS, the Contractor has the staff with the training and expertise to provide such Services, as more fully described in Bid # 2246 attached to and made a part of this Agreement as "Exhibit A"

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants herein contained, do hereby agree as follows:

1. DEFINITIONS:

a. "Bank Run" shall mean the picking up of cash, checks and other for-deposit materials from a County department, and delivering same to the indicated banking institution for deposit. Once the deposit has been made, a receipt will then be returned to the County department at the next pick-up date. Certain departments may also require bar code scanning of deposit materials and/or signing receipts.
b. "Secure Transport" shall mean the transporting of sensitive documents and materials, including, but not limited to, department payroll packages (consisting of paychecks, direct deposit notices, and other checks). These materials and packages will need to be kept secured, under guard, from the moment of pick-up to the moment of delivery. This service shall also include the signing of receipts for items picked up, at the discretion of each department.

2. TERM AND TERMINATION:

a. The term of this Agreement shall commence upon the date of execution by both parties (the "Effective Date") and shall run through December 31, 2024.

b. At the option of the parties this Agreement maybe renewed with one year renewal options for the 2025 and 2026 calendar year. If renewed, prices may be adjusted

annually in accordance with the CPI (Consumer Price Index) or 3%, whichever is lower. (See paragraph 5. Below) Prices include all associated cost.

c. This Agreement may be terminated by the County for any reason upon sixty (60) days written notice.

d. This Agreement may be terminated by the Contractor, for any reason, upon ninety (90) days written notice.

3. **PICK-UP and DELIVERY SCHEDULE:**

The Contractor shall furnish County with Uniformed Security Personnel (the "Personnel") five days a week based on the pickup and delivery schedule as stated in "Exhibit A".

4. **UNIFORMS, BADGES & IDENTIFICATION:**

Uniformed Security Personnel shall be equipped with Courier Service uniforms and badges containing identification. In the event the regularly scheduled Uniformed Security Personnel cannot complete his rounds, a replacement will be sent. The Contractor shall provide the County with a contact number that can be used by any County employee to verify a new or replacement courier for verification purposes prior to the courier making their pickup.

5. **RATES:**

County agrees to pay the Contractor for the above services based on the following rate schedule as more specifically stated in "Exhibit A".

Year	All Departments Annual Cost
Effective Date to 12/31/2023	$ 27,270.36 (estimated)
01/01/2024 to 12/31/2024	$ 54,540.72
(*renewal option $54,540.72 @ 3%) 2025	$ 56,177.15
(*renewal option $56,177.15 @ 3%) 2026	$ 57,862.46

*As previously stated in paragraph 2 (b) above, if this Agreement is renewed prices may be adjusted annually in accordance with the CPI (Consumer Price Index) or 3%, whichever is lower. Prices include all associated cost.

The maximum value of this Agreement, if the 2025 and 2026 renewable options are exercised by the parties shall not exceed $ 195,850.99 over the full term of the Agreement.

6. INVOICES:

a. The Contractor will invoice each individual County Department being serviced by the Contractor separately and on a monthly basis.

b. Such payment shall be made by each individual County department separately after receipt of vouchers presented by the Contractor on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

7. INDEPENDENT CONTRACTOR STATUS:

a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an independent contractor. None of the Contractor's officers, agents, directors or employees shall 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 Contractor, in accordance with the Contractor's status as an independent contractor, covenants and agrees that the Contractor's officers, agents, directors and employees 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 Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement and may continue to make its services available to the public.

c. The Contractor's officers, agents, directors and employees shall not be eligible for compensation due to illness; absence due to normal vacation; absence due to attendance at school or special training, or at a professional convention or meeting.

d. The Contractor acknowledges and agrees that none of the Contractor's officers, agents, directors or employees shall 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 under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization. With respect to the Contractor's officers, agents, directors and employees, this

responsibility shall include 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 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, the United States 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, with the United States Department of Labor regulations and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

8. **WARRANTIES AND REPRESENTATIONS; STANDARDS OF PERFORMANCE:**

a. The Contractor warrants and represents that it is qualified to perform the work and services required under this Agreement, and that it is familiar with and will comply with all relevant and applicable federal, state, and local statutes, rules, and regulations affecting its performance under this Agreement.

b. The Contractor warrants and represents that each person performing work under this Agreement shall be completely trained, fully qualified and competent to perform such work, and shall be properly licensed or certified, when required by law, to perform such services. The Contractor is hereby given notice that the County will be relying upon the accuracy, competence, and completeness of Contractor's services in using the results of these services.

c. The services to be rendered by the Contractor under this Agreement shall be performed in an efficient and expeditious manner and in accordance with generally accepted professional standards and practices.

9. **EXPENSES:**

The 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.

10. **TRAINING:**

None of the Contractor's officers, agents, directors or employees shall be required to attend or undergo any training by the County. The Contractor shall be fully responsible for all 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.

11. **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.

12. **CONFIDENTIALITY:**

a. During the term of this Agreement, the Contractor's officers, agents, directors or employees may have access to confidential information relating to such matters as the County Departments' business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients.

b. As used in this Agreement, "Confidential Information" means information belonging to one of the parties that is of value to such party and the disclosure of which could result in a competitive or other disadvantage to such party. Confidential Information includes, without limitation, financial information, proposal and presentations, reports, forecasts, inventions, improvements and other intellectual property; trade secrets; know-how; designs, processes or formulae; software; market or sales information or plans; customer lists; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities). Confidential Information includes information developed by either party in the course of engaging in the activities provided for in this Agreement, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information is disclosed to the other party without a confidential restriction by a third party who rightfully possesses the information and did not obtain it, either directly or indirectly, from one of the parties, as the case may be, or any of their respective principals, employees, affiliated persons, or affiliated entities.

c. The parties understand and agree that all Confidential Information shall be kept confidential by the other both during and after the term of this Agreement.

d. Each party shall maintain commercially reasonable information security policies and procedures for protecting Confidential Information.

e. The parties further agree that they will not, without the prior written approval by the other party, disclose such Confidential Information, or use such Confidential Information in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement and as provided by the other party or as required by law.

f. Upon termination of this Agreement for any reason, or as otherwise requested by the County, all Confidential Information held by or on behalf of County shall be promptly returned to the County, or an authorized officer of the Contractor will certify to the County, in writing, that the Confidential Information has been destroyed.

g. This Section 12 shall survive the termination of this Agreement.

13. INDEMNIFICATION:

To the fullest extent permitted by applicable law, Contractor (the "Indemnifying Party") shall indemnify and hold harmless, and at Oneida County's option, defend, Oneida County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Contractor's authorized personnel) arising out of or in connection with the exercise by Contractor or any of Contractor's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

14. ASSIGNMENT:

This Agreement may not be assigned or transferred by either party without the prior written consent of either party. Any attempt to do so shall give either party the right to elect to continue or terminate this Agreement.

15. 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.

b. Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

   i. 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.

   ii. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

c. Workers' Compensation and Employer's Liability

   i. Statutory limits apply.

d. Automobile Liability

   i. Business Auto Liability with limits of at least $1,000,000 each accident.

   ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

   iii. The County (for purposes of this form, specifically named as "Oneida County") shall be included as an additional insured on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

e. Commercial Umbrella

   i. Umbrella limits must be at least $1,000,000.

   ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

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

f. Waiver of Subrogation: the Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the

extent these damages are covered by CGL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

g. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of 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 thirty (30) days prior written notice has been given to the County.

16. **BONDING:**

In addition to the insurance requirements above, the Contractor agrees, at its own expense, to maintain in place at all times during the duration of this Agreement, a fidelity insurance policy (hereinafter the "Bond"), with broad coverage with responsible companies on all officers, employees or other persons acting on behalf of the Contractor in any capacity with regard to this Agreement, including, but not limited to, handling and transporting cash, checks, payroll documents and papers related thereto. Any such Bond shall protect and insure the County against losses, including forgery, theft, embezzlement, and fraud, and shall be maintained in an amount of at least one hundred thousand dollars ($100,000.00) or such lower amount as the County may, at its sole discretion, designate to the Contractor from time to time. No provision of this Section requiring such Bond shall diminish or relieve the Contractor from its duties and obligations as set forth in this. Upon the request of the County, the Contractor shall cause to be delivered to the County at any time thereafter, as applicable, a certification evidencing coverage under such Bond. Any such Bond shall contain a provision or endorsement providing that such policy may not be canceled or modified without thirty (30) days' prior written notice to the County.

17. **MISCELLANEOUS PROVISIONS:**

a. Secure transport -- materials and packages will be kept in their original enclosures, and not examined, removed and/or tampered with in any way, from the moment the Contractor takes physical possession of the materials and packages, until they are delivered to the proper recipient.

b. Assumption of risk of loss -- The Contractor agrees to assume all liability, including the risk of loss, for all materials and packages from the moment the Contractor takes physical possession of the materials and packages, until they are delivered to the proper recipient.

c. Inability to Complete Delivery -- If the Contractor is unable to complete a delivery to the proper recipient, all materials and packages must be returned to the County department associated with the delivery within the same business day, unless reasonably deemed impossible by the Contractor, in which case the materials and packages must be securely stored and returned to the County department the following business day. In the event of any loss, the Contractor shall notify the

County department within twenty-four (24) hours of the discovery of the loss. The Contractor shall exercise due care in examining for losses.

d. Lateness -- If any Uniformed Security Personnel is more than twenty (20) minutes late for any pick-up, the County department associated with the pick-up shall receive credit on its next invoice of Ten and 00/100 Dollars ($10.00), per occurrence. If any Uniformed Security Personnel know, or have reason to know, his/her arrival for a pick-up will be more than sixty (60) minutes late, s/he shall make every reasonable effort to notify the County department of the late delay as soon as reasonably possible. Any pick-up that will be more than sixty (60) minutes late may be cancelled by the County department at any time, and, if cancelled, the County department may, at its election, receive a credit on its next invoice in the amount of Twenty-Five and 00/100 Dollars ($25.00), per cancellation. A cancellation by any one County department shall be deemed one cancellation for the purposes of this section.

e. Notice -- Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

i. For the Contractor: LB Security and Investigations, Inc.
610 French Rd., Suite #3
New Hartford, NY 13413

ii. For the County: Oneida County Clerk's Office
800 Park Avenue
Utica, NY 13501
-and-
Oneida County Department of Law
800 Park Avenue
Utica, NY 13501

18. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions) attached and made a part of this Agreement. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

By: _____
(signature)

Name: **Anthony J. Picente, Jr.**

Title: **Oneida County Executive**

Date: _____

L B SECURITY AND INVESTIGATIONS, INC.

By: _____
(signature)

Name: **Nicholas Labella, Jr.**

Title: **Chief Executive Officer**

Date: 9/6/23

Approved

_____
Robert R. Reittinger, Esq.
Assistant County Attorney

EXHIBIT

A

Oneida County Department of Purchasing
800 Park Ave 6th Floor Utica, NY 13501
Phone (315) 798-5880 Fax (315) 798-4042
purchasing@ocgov.net

Anthony J. Picente Jr.
County Executive

Alfred A. Barbato
Director

Specifications for Bid Ref #2246

Bonded Courier Services

Bid Opening July 7, 2023 @ 10:30 AM

GENERAL SPECIFICATIONS

Oneida County is soliciting bids for a Bonded Courier ($100,000.00 maximum) for depositing cash and or checks, and transporting cash and or checks from one Oneida County location to another. We are asking for pricing for each locations needs, to be billed separately to each department. Additional regular pickup and drop off locations may be added as the County's needs change, to be negotiated at the time of implementation. Mid-Day pickup will occur between 10:30 am and 11:30 am. Courier must have a company photo identification. In the event the regular courier cannot complete his rounds a replacement Courier will be sent.

The Courier will be responsible for bringing the daily deposits to the banks; and waiting for the returning bags, deposit slips and change to bring back to the offices below, and/or for bringing quantities of cash and/or checks from one department to another within the County.

Department of Finance

Pick-Up Location	Drop Off Location	# of Days Per Week	Time	Monthly Cost
Finance Department 800 Park Ave 5th Fl Utica, NY 13502	JPMorgan Chase Location	Monday, Wednesday and Friday	Mid-Day	Ø fee included in monthly cost

Oneida County Clerk-Department of Motor Vehicles

Pick-Up Location	Drop Off Location	# of Days Per Week	Time	Monthly Cost
Oneida County DMV 321 Main Street 1st Fl Utica, NY 13501	Bank of Utica 222 Genesee Street Utica, NY 13502	5 Days Per Week	Mid-Day	5 Days/Week $1391.36

Pick-Up Location	Drop Off Location	# of Days Per Week	Time	Monthly Cost
Oneida County DMV 301 W Dominick St Rome, NY 13440	NBT Bank 1148 Erie Blvd West Rome, NY 13440	5 Days Per Week	Mid-Day	$1391.36

Pick-Up Location	Drop Off Location	# of Days Per Week	Time	Monthly Cost
County Clerk's Office 800 Park Ave Utica, NY 13501	Bank of Utica 222 Genesee Street Utica, NY 13502	5 Days Per Week	Mid-Day	$ 1391.36

Probation Department

Pick-Up Location	Drop Off Location	Weekly Day Per Week	Time	Monthly Cost
Probation Department 321 Main Street 2nd Fl Utica, NY 13501	Finance Department 800 Park Ave 5th Fl Utica, NY 13501	Wednesday	Mid-Day	Ø fee included in monthly cost

Pick-Up Location	Drop Off Location	Bi-Weekly	Time	Monthly Cost
Probation Department 321 Main Street 2nd Fl Utica, NY 13501	Finance Department 800 Park Ave 5th Fl Utica, NY 13501	Friday-after pay day	Mid-Day	$ 123.66

Pick-Up Location	Drop Off Location	Bi-Weekly	Time	Monthly Cost
Probation Department 300 W Dominick St Rome, NY 13440	Probation Department 321 Main Street 2nd Fl Utica, NY 13501	Thursday-pay day	Mid-Day	$ 123.66

Pick-Up Location	Drop Off Location	Bi-Weekly	Time	Monthly Cost
Probation Department 321 Main Street 2nd Fl Utica, NY 13501	Probation Department 300 W Dominick St Rome, NY 13440	Thursday-pay day	Mid-Day	$ 123.66

Oneida County Payroll

Pick up will be every pay day (alternating Thursdays, or Wednesday, if Thursday is a holiday) Payroll will prepare one box with the paychecks in delivery envelopes, each location will be labeled with its delivery location.

Pick-Up Location	Drop Off Locations	Bi-Weekly	Time	Monthly Cost
County Payroll 800 Park Ave 5th Fl Utica, NY 13501	Child Advocacy Center 930 York Utica, NY 13502	Thursday-pay day	1:00 PM	Ø fee included in monthly cost
County Payroll 800 Park Ave 5th Fl Utica, NY 13501	Oneida County DPW 5999 Judd Road Oriskany, NY 13424	Thursday-pay day	1:00 PM	Ø fee included in monthly cost
County Payroll 800 Park Ave 5th Fl Utica, NY 13501	Oneida County OFA 120 Airline Street Oriskany, NY 13424	Thursday-pay day	1:00 PM	Ø fee included in monthly cost
County Payroll 800 Park Ave 5th Fl Utica, NY 13501	Oneida County DCFS 300 W Dominick Street Rome, NY 13440	Thursday-pay day	1:00 PM	Ø fee included in monthly cost
County Payroll 800 Park Ave 5th Fl Utica, NY 13501	Oneida County DMV 301 W Dominick Street Rome, NY 13440	Thursday-pay day	1:00 PM	Ø fee included in monthly cost
County Payroll 800 Park Ave 5th Fl Utica, NY 13501	Division of Aviation 660 Hangar Road Rome, NY 13440	Thursday-pay day	1:00 PM	Ø fee included in monthly cost
County Payroll 800 Park Ave 5th Fl Utica, NY 13501	Veterans Office 125 Brookley Road Rome, NY 13440	Thursday-pay day	1:00 PM	Ø fee included in monthly cost

*** A confirmation Email including a delivery log, that includes a signature from the employee that was hand delivered pay checks, is required for each location. Signed delivery log should also include the time envelopes are delivered to each location.

Mid-Day pickup will occur between 10:30 am and 11:30 am.

Contract term will be from date of award through December 31, 2024, with one year renewal options for the 2025 and 2026 calendar year. Prices may be adjusted annually in accordance with the CPI or 3%, whichever is lower. Prices are to include all associated cost.

This is to certify that I/we have not been disqualified to contract with any municipality and I/we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s) Judith A. Galvino | LBSecurity, Inc. Inc
Legal name of person, firm or Corporation

By Treasurer
Title

Dated: 7/5/23

SIGN AND RETURN WITH BID SHEET

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

(s) Judith A Garino / LB Security Inc Inc
Legal name of person, firm of Corporation

Dated: 7/5/23 By Treasurer
Title

SIGN AND RETURN WITH BID SHEET

Judith A. Gallino / LB Security & Inv Inc.
Legal Name of Person, Firm or Corporation

By J Gallino Treasurer
Signature Title

Printed Judith A. Gallino

Address of Firm 610 Wenock Rd Suite 3
New Hartford NY 13413

Phone (315) 7070174 Fax 724-2479 (315)

E-mail: info@LBSecurityInc.com

Website: www.LBSecurityInc.com

Dated 7/5/23 Federal ID or SS# 16-1149832

CONTRACTORS RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM

FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

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

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Judith A Gallo
Printed Name of Signee

Signature

Treasurer
Title

7/5/23
Date

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/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/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/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/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/it has ceased engagement in the investment which is in violation of the Act within 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/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/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/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

Judith A. Gallo
Printed Name of Signee

Signature

Treasurer
Title

7/5/23
Date

ARTICLE 11- PROHIBITION ON PURCHASE OF TROPICAL HARDWOOD

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:

Certification of the Prohibition on Purchase of Tropical Hardwoods

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:

a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or

b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or

c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

Judith A. Galindo — Printed Name of Signee

Signature

Treasurer — Title

7/6/23 — Date

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

i. The Contractor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

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

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

c. The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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

ANTHONY J. PICENTE JR.
County Executive

CHUCK KLEIN
Director

ONEIDA COUNTY
DEPARTMENT OF INFORMATION TECHNOLOGY
Oneida County Office Building • 800 Park Avenue • Utica, NY 13501

FN 20 23 - 314

September 1, 2023

GOVERNMENT OPERATIONS

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

WAYS & MEANS

Dear County Executive Picente,

The Oneida County Department of Information Technology has utilized Wireless Business Group, LLC for mobile device procurement and account management for several years. The services that Wireless Business Group provides have proven to be invaluable in assisting the Department in procuring mobile devices and managing the County's accounts with the various wireless providers.

The current contract with WBG has expired. Information Technology has issued a competitive Request for Proposals (RFP 2023-348) for these services and received two responses, including WBG's. The Department determined that WBG's proposal is the most advantageous to the County.

WBG's proposal meets the requirements of the RFP and offered a rate of $3 per line per month. Currently the County has a total of 1179 lines and accounting for projected growth and dependency on cellular technology, it is envisioned that wireless management services will increase as well. The total anticipated cost for this agreement, which is for three years plus two optional one-year renewals, is not expected to exceed $60,000 annually or $300,000 over the life of the contract.

Based on the responsive proposal, cost and experience, I respectfully request your approval of a 3-year contract with two 1-year options to be awarded to Wireless Business Group. The Board of Acquisition and Contract has approved of WBG's proposal. If the foregoing meets with your proposal, I ask that you forward the enclosed to the Board of Legislators for consideration at its next meeting.

Respectfully submitted,

Chuck Klein
Director, Information Technology

RECEIVED
SEP 15 2023

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

Anthony J. Picente, Jr.
County Executive

Date 9-15-23

OC Department: Information Technology

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

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: **Wireless Business Group, LLC**
1620 Burnet Ave
Syracuse, NY 13206

Title of Activity or Service: **Wireless Device and Account Support**

Proposed Dates of Operation: **Execution – 2026 (three years)**
2026 – 2027 (first renewal)
2027 – 2028 (second renewal)

Client Population/Number to be Served: All users connected to the County network.

Summary Statements:

1) **Narrative Description of Proposed Services:** Wireless consulting services, including device management and support for the County's approximately 1,179 wireless devices.

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

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

Total Funding Requested: $60,000 annually or $300,000 over the life of the contract

Account #: A 1610 1610.416-101

Oneida County Dept. Funding Recommendation: Routine IT maintenance efforts funded by 1610. Special projects are to be funded by Capital

Proposed Funding Sources (Federal $/State $/County $): County

Cost Per Client Served: Based on approximately 1,179 lines, cost is approximately $3.00 per line, per month, plus amounts for after-hour supports and anticipated growth of wireless needs.

Past Performance Data: Wireless Business Group has provided excellent mobile device and wireless account support since 2013.

O.C. Department Staff Comments: Recommend contract based on attractive rate and outstanding past performance.

AGREEMENT

This agreement ("Agreement"), effective upon its full execution ("Effective Date"), is between Wireless Business Group, LLC ("WBG"), a New York domestic limited liability company with its principal offices located at 1620 Burnet Avenue, Syracuse, New York 13206 and the County of Oneida ("County"), a New York municipal corporation with its principal offices located at 800 Park Ave, Utica, New York. WBG and the County are each a "Party," and together the "Parties".

RECITALS

WHEREAS, the County wishes to engage the services of a qualified and trained consulting group possessing the requisite skills and expertise to provide wireless business management services; and

WHEREAS, the County's wireless business needs are rapidly changing and regular monitoring of account management is time-consuming and expensive; and

WHEREAS, the County's departments have a variety of service-level needs that require separate tracking and review; and

WHEREAS, WBG possesses the requisite training, skills and expertise to provide the wireless business management services set forth hereunder;

NOW, THEREFORE, in consideration of the mutual promises made by the Parties herein, the County and WBG agree as follows.

AGREEMENT

I. TERM. The term of this Agreement shall begin upon the Effective Date and continue for three years ("Term"). The Parties may renew this Agreement for up to two additional terms of one year each (each, a "Renewal Term").

II. PAYMENT.

A. For providing the Services described herein, the County shall pay WBG the prices set forth in Article III below.

B. The County shall pay WBG only after receipt of a voucher presented by WBG, on forms prescribed by the County, and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

C. There shall be no price increase for any of the Services during the Term. The Parties may agree to adjust the prices for the Services upon each Renewal Term.

III. THE SERVICES.

A. WAM Services. WBG shall provide wireless account management services ("WAM Services") as follows.

i. Account Administration.

1. WBG will manage the County's wireless services by working directly with the County's wireless carriers to order equipment, change or add features, update end- usernames and cost centers, porting numbers, etc.

2. On a monthly basis, WBG will provide the County a report that tracks the daily interactions associated with administering the County's wireless accounts.

3. In exchange for WBG providing account administration WAM Services, the County will pay WBG one dollar and zero cents ($1.00) per active wireless device, per month.

ii. Monthly Billing Review.

1. Each month of the Term, WBG will conduct a full bill review for each cellular service provider utilized by the County. WBG will provide a dashboard breaking out expenses by category and a high-level cost report. The review shall include: voice and data monthly charges; voice and data usage patterns; additional charges and fees; equipment costs; monitoring rate plans; and pursued billing credits.

2. WBG will provide the County a monthly report of findings and recommendations, such report to include a high-level summary of what was identified in the monthly bill review with action items listed and updated each month.

3. Additionally, WBG will provide the County a summary of charges broken out into individual cost centers, including County departments and usage details for users within each County department.

4. In exchange for WBG providing monthly billing review WAM Services, the County will pay WBG one dollar and zero cents ($1.00) per active wireless device, per month.

iii. End User Technical Support/Device Provisioning and Set Up.

1. WBG will provide the County with end-user technical support, provisioning mobile devices and providing hand-set technical

support, specifically with email-related services, iCloud and/or iTunes back-ups and restores.

2. Device Provisioning and Setup. WBH will provide an equipment order portal to receive new equipment orders, which shall generate notifications/ instructions to end-users regarding the set-up of their phones (i.e. transferring data/ setting up email). Users may then call WBG to finalize the set-up, which involves activating the device and answering any follow-up questions.

3. In exchange for WBG providing end user technical support/device provisioning and set up WAM Services, the County will pay WBG one dollar and zero cents ($1.00) per active wireless device, per month.

B. Additional Services.

i. Carrier Credit Requests. If, during a review of the County's wireless invoicing, it is determined the County has been billed in error (i.e. improper rate plan, unwanted features) or has been billed for excessive use, WBG will work with the carrier to request a credit. Before making a credit request, WBH shall notify the County of the request and the County shall in its sole discretion authorize or refuse WBG's proposal to make the credit request. In exchange, the County shall pay WBG as follows:

1. If the credit request is more than one thousand dollars and zero cents ($1,000.00) and the credit request is approved and processed by the carrier, WBG will invoice the County, and the County shall pay, fifty percent (50%) of the credit posted to the account.

2. If the credit request is less than one thousand dollars and zero cents ($1,000.00), or if the credit request is greater than such sum and denied by the carrier, there shall be no payment to WBG for making the credit request.

ii. Multi-Month, Detailed Reports. The County may request an extensive monthly or multi-monthly detailed report (i.e., call, text and data usage for individual users). In such event, WBG will bill the County for the work of preparing such report, depending upon the extent of the request and as agreed between the County and WBG. WBG shall not commence any work pursuant to this subparagraph without first obtaining written approval to proceed from the County. In exchange, the County shall pay WBG one hundred twenty-five dollars and zero cents ($125.00) per hour.

iii. After-Hours Support.

1. "After-Hours Support" shall include the hours of 5:00PM to 8:00AM (EST) Monday through Friday, as well as weekends and holidays.

2. WBG will be responsible for responding to emails and/or phone calls from the County's point of contact, to address critical issues tied to County wireless devices. WBG and the County will work together to define the parameters for "critical" versus "non-critical" issues, with the final determination to be at the sole discretion of the County.

3. Both Parties acknowledge that they understand that during the After-Hours Support time, many wireless carriers are limited in terms of staffing and resources and as a result, WBG's ability to bring resolution to some issues will depend upon carrier availability.

4. In exchange for WBG providing After-Hours Support, the County will pay WBG one hundred twenty-five dollars and zero cents ($125.00) per hour of After-Hours Support provided.

IV. TERMINATION.

A. Termination for Cause. Either Party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective on the thirtieth (30) day, or more if specified in the notice, unless the other Party first cures the breach.

B. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to WBG. On the date of such termination, County will pay WBG for those Services provided up to the effective date of termination.

V. INSURANCE REQUIREMENTS.

A. WBG 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.

i. Commercial General Liability ("CGL") coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent

contracts, products-completed operations, and personal and advertising injury.

2. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

ii. Workers' Compensation and Employers Liability.

1. Statutory limits apply.

iii. Business Automobile Liability

1. Business Automobile Liability coverage with limits of at least $1,000,000 each accident.

2. Business Automobile Liability must include liability arising out of all owned, leased, hired and non-owned automobiles.

3. The County shall be included as an additional insured on a primary and non-contributory basis.

iv. Excess/Commercial Umbrella

1. Umbrella limits must be at least $5,000,000.

2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

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

v. Waiver of Subrogation: WBG 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 or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.

vi. Certificates of Insurance: Prior to the Effective Date, WBG shall provide certificates of insurance to the County demonstrating the above coverage. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of WBG'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 thirty (30) days prior written notice has been given to the County.

VI. INDEMNIFICATION.

A. To the fullest extent permitted by applicable law, WBG (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including WBG's authorized personnel) arising out of or in connection with this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

VII. INDEPENDENT CONTRACTOR.

A. It is expressly agreed that the relationship of WBG to the County shall be that of an independent contractor. None of WBG's officers, agents, directors or employees shall be considered employees of the County for any purpose, including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. WBG, in accordance with WBG's status as an independent contractor, covenants and agrees that all of WBG's officers, agents, directors and employees 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. WBG shall be paid pursuant to IRS Form 1099, and shall be solely responsibility for applicable taxes for all compensation paid to WBG under this Agreement, and for compliance with all applicable labor and employment requirements with respect to WBG's form of business organization. With respect to WBG's officers, agents, directors and employees, this responsibility shall include 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). WBG shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement. WBG 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.

VIII. ADDITIONAL PROVISIONS.

A. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum--Standard Oneida County Conditions. No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

B. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses below, or to such others as either Party may provide in writing.

i. *For WBG:*
Wireless Business Group, LLC
1620 Burnet Avenue
Syracuse, New York 13206

ii. *For the County*:
Oneida County Department of Information Technology
800 Park Avenue
Utica, New York 13501

and

Oneida County Attorney
800 Park Avenue
Utica, New York 13501

C. Assignment & Successors. WBG may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden hereby, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

D. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York without regard to its conflicts of law principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York for all claims arising out of or related to this Agreement, including without limitation tort claims.

E. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.

F. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

G. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.

H. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

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

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA

By: _____ Date_____

Anthony J. Picente, Jr.
Oneida County Executive

WIRELESS BUSINESS GROUP, LLC

By: _____ Date 9/6/23

Thomas Huegel
Senior Partner

Approved:

_____

Andrew Dean
Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

i. The Contractor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

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

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

c. The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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

ONEIDA COUNTY 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

September 15, 2023

FN 20 23 - 315

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive:

The Health Department has unused COVID Grant funds that can be used for COVID supplies. I therefore request approval for the following **2023** Budget Supplemental Appropriations to purchase COVID supplies including test kits and masks:

TO:
AA# A4010 4020.495-000-Public Health/COVID19/Other Expenses.....$150,000.00

This supplemental appropriation will be fully supported by:

AA# A4010 4020.4489-000 Federal Aid – Public Health.....$150,000.00

If you are in agreement, please forward to the Oneida County Board of Legislators for their approval.

Respectfully Submitted,

Daniel W. Gilmore

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

CC: County Attorney
Comptroller
Budget Director

RECEIVED
SEP 18 2023

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

Anthony J. Picente, Jr.
County Executive
Date 9-18-23

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 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

September 12, 2023

FN 20 23-316

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente,

I am forwarding a copy of an Amendment to Purchase of Service Agreement between Oneida County, through its Health Department, and Aids Community Resources, Inc. (ACR, Inc.), for your review and signature.

As you are aware, ACR, Inc. serves as the lead community agency in the planning, implementation, and operation of the Street Engagement Team (SET) that ensures outreach and support to individuals with substance use disorder who reside in Oneida County to receive linkage to on-demand, low-threshold medication for addiction treatment (MAT) and other acute care needs. This Amendment extends the term of the original agreement and provides additional funding in the amount of $100,000.00 to obtain equipment, materials and supplies as approved by the County to support harm-reduction measures, including obtaining and maintaining a public health vending machine. The public health vending machine will provide 24-hour access to naloxone and other harm-reduction and wellness supplies at no cost to the public.

The term of this Amendment will commence upon execution and will continue to remain in effect until December 31, 2024. This Amendment is supported by funds from the NACCHO grant.

If this meets with your approval, please sign where indicated.

Sincerely,

Daniel W. Gilmore PhD, MPH
Director of Health

MS

RECEIVED
SEP 15 2023

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

Anthony J. Picente, Jr.
County Executive

Date 9-15-23

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

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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	___X___

Name & Address of Vendor: Aids Community Resources, Inc.
287 Genesee St.
Utica, NY 13502

Title of Activity or Service: Substance Use Outreach & Referral Services

Proposed Dates of Operation: Date of Execution through December 31, 2024

Client Population/Number to be Served: Oneida County overdose victims and residents with Substance Use Disorder

Summary Statements

1) **Narrative Description of Proposed Services:** The Contractor serves as the lead community agency in the planning, implementation and operation of the Street Engagement Team (SET) that ensures outreach and support to individuals with substance use disorder who reside in Oneida County to receive linkage to on-demand, low-threshold medication for addiction treatment (MAT) and other acute care needs. This Amendment extends the term of the original agreement and provides additional funding in the amount of $100,000 to obtain equipment, materials and supplies as approved by the County to support harm-reduction measures, including obtaining and maintaining a public health kiosk.

2) **Program/Service Objectives and Outcomes:** To connect individuals who overdose in Oneida County with the appropriate treatment and support services, and to reduce the number of repeat overdoses and overdose fatalities in Oneida County.

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

Total Funding Requested: $440,000.00 **Account #** A4019.495

Oneida County Dept. Funding Recommendation: $440,000.00

Proposed Funding Sources (Federal $/ State $/County $): 100% State and Federal Grant Funding

Cost Per Client Served: N/A
Past Performance Data: N/A
O.C. Department Staff Comments:
Mandated Service:

FIRST AMENDMENT

THIS FIRST AMENDMENT 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 Health Department, with offices at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as the "County," and Aids Community Resources, 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 287 Genesee Street, Utica New York 13502, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County has received funds through an Implementing Overdose Prevention Strategies at the Local Level (IOPSLL) grant, from the National Association of County and City Health Officials (NACCHO) and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, the County has received funds through a Partnerships to Support Data-Driven Responses to Emerging Drug Threats Grant from the CDC, Federal Bureau of Justice Assistance (BJA) and Health Research, Inc. (HRI)

WHEREAS, the County entered into an agreement with the Provider Agency to utilize said grant funds to develop and expand initiatives aimed at reducing overdose deaths, and enhancing overdose response, prevention, treatment, and recovery services in Oneida County, hereafter called the "Original Agreement" (County contract no. 167985), attached hereto as Exhibit A; and

WHEREAS, the County wishes to provide additional funding to the Provider Agency and extend the term of the Original Agreement to further promote harm reduction strategies within the County;

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

1. The term of the Original Agreement shall be extended through December 31, 2024.

2. The following shall be added to the Original Agreement as Section 2(g):

g. The Provider Agency shall obtain and maintain public health vending machines ("PHVM") to increase access to naloxone and other harm-reduction and wellness supplies at no cost to the public.

i. Such PHVM shall allow for 24-hour access and be easily accessible to the public.

ii. The Provider Agency shall collaborate with the Oneida County Health Department ("OCHD") to determine the best locations for the PHVM to ensure expanded access to harm-reduction supplies in both indoor and outdoor settings, and in or near areas where people who use drugs congregate or are served. Priority populations shall

include those communities disproportionately burdened by opioid overdose and people who are most likely to witness or experience overdose.

iii. The Provide Agency shall work with the OCHD to collect data to inform an evaluation of the harm-reduction initiative, including gathering and incorporating feedback from people who access the PHVM and other community members, and using dispensing data to improve PHVM offerings.

3. Paragraph 3 of the Original Agreement shall be amended to read as follows:

For the services provided, the County shall reimburse the Provider Agency a maximum of four hundred forty thousand dollars and zero cents ($440,000.00) for the term of this Agreement. Reimbursement shall be made upon submission of a 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.

4. Appendix A of the Original Agreement, which is the Provider Agency's Budget, may be amended in writing upon mutual agreement of the parties and once approved, shall be attached hereto and treated as if fully incorporated herein.

5. All other terms of the Original Agreement not herein modified shall remain in full force an effect.

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

COUNTY OF ONEIDA

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

By: _____ _____
Daniel W. Gilmore Date
Director, Health Department

AIDS COMMUNITY RESOURCES, INC.

By: _____ 30 Aug 2023
Todd Panek Date
Chair, Board of Directors

By: _____ 8/30/23
Lisa Alford Date
Executive Director

Approved

By: _____
Maryangela Scalzo, Esq.
Deputy County Attorney- Health and Human Services

EXHIBIT 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 Health Department, with offices at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as the "County," and Aids Community Resources, 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 287 Genesee Street, Utica New York 13502, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County has received funds through an Implementing Overdose Prevention Strategies at the Local Level (IOPSLL) grant, from the National Association of County and City Health Officials (NACCHO) and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, the County has received funds through a Partnerships to Support Data-Driven Responses to Emerging Drug Threats Grant from the CDC, Federal Bureau of Justice Assistance (BJA) and Health Research, Inc. (HRI)

WHEREAS, the County seeks to utilize said grant funds to develop and expand initiatives aimed at reducing overdose deaths, and enhancing overdose response, prevention, treatment, and recovery services in 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 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 perform the following ("Services") pursuant to its work plan and budget outlined in the Provider Agency's Budget, attached hereto as Appendix A:

   a. Assist the County in meeting the goals of the IOPSLL grant by:

      i. Serving as the lead community agency in the planning, implementation and operation of the Street Engagement Team (SET) that provides outreach and support to individuals with substance use disorder who reside in Oneida County to receive linkage to on-demand, low-threshold medication for addiction treatment (MAT) and other acute care needs.

      ii. Obtaining staffing, equipment and other supplies outlined in Appendix A and as

approved by the County and NACCHO to perform SET outreach activities at least 3 times a week.

iii. Conducting training, program marketing and promotional activities as outlined in Appendix A.

iv. Utilizing the Oneida County Overdose Response Team's Overdose Detection & Mapping Application Program (ODMAP) and/or community input to identify areas for outreach activities.

v. Submitting weekly reports of SET outcomes for visits, connections to treatment, recovery, and harm reduction resources and other key referrals as requested by the County.

b. Assist the County in meeting the goals of the Partnerships to Support Data-Driven Responses to Emerging Drug Threats grant by:

i. Obtaining transportation, equipment, materials and supplies as approved by the County to support capacity for a local satellite Drug User Health Hub (DUHH) at the Syringe Exchange Program (SEP) site to provide on-site MAT and peer recovery support services for linkages to treatment and other social support services.

ii. Utilizing BJA funding to obtain harm reduction resources as agreed upon by the County and Provider Agency. Harm reduction resources may include services and/or equipment for drug checking and paraphernalia testing, and reporting such findings at least weekly to support the County's drug trend surveillance program and Naloxone expansion and access.

iii. Submitting weekly DUHH outcomes for visits, connections to treatment, harm reduction resources and other key referrals as requested by the County.

c. Regularly participate in and report project outcomes at Oneida County Opioid Task Force, Overdose Response Team meetings and other grant-related technical assistance and evaluation activities as requested by the County.

d. Collaborate with the County to conduct post and Interim-Implementation Program Evaluations for both NACCHO and BJA grant implementation activities.

e. Any work products or promotional items prepared by the Provider Agency, including multimedia products and websites, shall include statements approved by the County related to project funding.

f. Participate in the County's Overdose Fatality Review Team planning activities as requested by the County.

3. For the services provided, the County shall reimburse the Provider Agency a maximum of three hundred forty thousand dollars ($340,000.00) for the term of this Agreement. Payment shall be made 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, and shall be compliance with Appendix A.

4. Independent Contractor Status.

   a. 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, in accordance with its status as an Independent Contractor, covenants and agrees that its employees 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 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 illness; absence due to normal vacation; or absence due to attendance at school or special training or a professional convention or meeting.

   d. The Provider Agency acknowledges and agrees that its employees shall not 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 the Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the 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 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 shall 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.

5. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.

6. 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 Department of Health may promulgate these rules and regulations.

7. 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 the contract, 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.

8. 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 Employers 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 each type of insurance coverage must be provided to the County at the time of the execution of this contract. 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.

9. Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, professional liability, umbrella or commercial automobile liability insurance or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

10. 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 contract and jurisdiction and venue shall lie within the State of New York.

11. The Provider Agency shall maintain files in a confidential manner pursuant to the applicable statutes contained in the Health Insurance Portability and Accountability Act and any State or local 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 Health Department 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 Health Department 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. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County. This means, among other things, that:

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

(2) The Provider Agency will 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 will not misuse confidential information or carelessly handle confidential information.

ii. 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.

iii. 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.

iv. 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.

v. The Provider Agency shall be responsible for any misuse or wrongful disclosure of confidential information and for any failure to safeguard an access code or other authorization access to confidential information. It is expressly understood that any failure to comply with this Agreement may result in immediate termination of access to the information system and legal action against the Provider Agency.

12. 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.

13. The Provider Agency's employees shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for training of its employees necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

14. 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.

15. 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.

16. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

IN WITNESS WHEREOF, the County and the Provider Agency have signed this Agreement on the day and year first above written.

[SIGNATURES APPEAR ON THE NEXT PAGE]

COUNTY OF ONEIDA

By: _____ 10/21/22
Anthony J. Picente, Jr. — Date
Oneida County Executive

By: _____ 10-13-22
Daniel W. Gilmore — Date
Director, Health Department

AIDS COMMUNITY RESOURCES, INC.

By: _____ 10-5-2022
~~Rebecca Bostwick~~ Todd Panek — Date
Chair, Board of Directors

By: _____ 10/4/2022
Lisa Alford — Date
Executive Director

Approved

By: _____
Maryangela Scalzo, Esq.
Deputy County Attorney- Health and Human Services

Appendix A - Provider Agency's Budget

Note: Detailed budget allocations and items are representative of a preliminary work plan and budget and subject to change by the grant funders and/or adjustments and needs identified in planning and implementation activities.

A. ACR Health Total Budget Summary (See below for funding details and budget breakdown)

1. NACCHO & CDC IOPSLL Grant Year 1 (through July 31, 2022)*	$116,047.51
NACCHO & CDC IOPSLL Grant Year 2 (Aug. 2022 – July 2023)*	$173,952.49
NACCHO SUBTOTAL	*$290,000.00*
2. BJA & CDC Partnerships Grant (through December 2022)	$50,000.00
TOTAL BUDGET	$340,000.00

**Grant funding allocation guidelines for the County is as follows and is applicable to the agreement with the Contractor ACR Health: The term of Year 1 Agreement shall begin on January 1, 2022 and shall continue in effect until July 31, 2022, unless earlier terminated in accordance with the terms herein. NOTE: Year 2 Agreement award is contingent upon NACCHO receiving approval to exercise expanded authority in the administration of the award of CDC GRANT 6NU38OT000306-04-01, CFDA #93.421, pursuant to CDCs directions and in compliance with the applicable guidance, federal rules, and regulations.*

B. NACCHO & CDC Implementing Overdose Strategies at the Local Level (IOPSLL) Grant Breakdown: Allocation amounts and activities may be adjusted upon implementation with approval by grant funder and County.

NACCHO CDC Grant – ACR Health Budget Breakdown		
Prevention staff resources to support Street Engagement Team outreach	$10,765.00	Hygiene and wound care kits, fentanyl test strips for Prevention program staff supporting mobile outreach.
Operational Costs	$25,000.00	~$1388.86 per month administrative and operational costs; add'l and ongoing maintenance cost covered by ACR Health after 18 mos
2 F/T Peer Recovery Advocates Salary & Fringe (1 Coordinator, 1 Peer Advocate)	$130,236.00	$27,300 annual salary + 29.01% fringes ($7919.73) = $35,219.73 year $35,219.73 yr/12 mos = $2,934.98 per month; $2,934.98 * 18 mos = $52,829 Street Engagement Team Coordinator: $40,000 annual salary + 29.01 fringes ($11604) = $51,604 year / 12 mos = $4,300.33; $4,300.33 X 18 mos = 77,406
Marketing	$15,000.00	Marketing costs for promotion of mobile outreach and SEP/DUHH services to targeted high-risk populations. Street engagement team promotional services advertising (social media and Internet - $7k, TV-$5k, Radio-$3k)
Harm Reduction & Trauma-Informed Care Training	$17,144.63	In-person (if approved by County and NACCHO), virtual trainings and/or conferences and trainings for ACR Health Peers and Providers to support harm reduction practices and peer ethics and self-care trainings
	$2,304.63	3-day Integrative Harm Reduction Psychotherapy Essentials Training and/or Online or in-person harm reduction and/or trauma-informed care trainings (~$384.10pp X 6 staff or group sessions)
	$9,000.00	Integrative Harm Reduction Psychotherapy Certificate Program - 15-WEEK Intensive Course ($3000 pp x 3)
	$5,840.00	Travel costs for 2 staff (Coordinator and Peer) to attend the 13th National Harm Reduction Conference in San Juan, Puerto Rico, October 13–16, 2022 (Per person Air travel = $700; Hotel =$400 day; Meals = $120 per day x 4; Transportation = $30 per day)
Harm Reduction Overdose Care Reduction Kits (to be purchased by provider):	$60,000.00	~3000 @ $15 each kits + 15,000 Fentanyl Test Strips ($1 ea. X 15,000) for Harm reduction/overdose care kits during outreach. Items to include small nylon bags, fentanyl test strips, gloves, lip balm, antiseptic wipes, and contact cards for peer recovery specialists. Fentanyl test strips will also be distributed separate from the kits as appropriate during outreach/site encounters

Placeholder funding	$31,854.37	This is placeholder funding only and will only be released if additional grant dollars are made available or can be reallocated and the County and ACR Health identify and agree upon an implementation project to support overdose prevention goals.

C. BJA & CDC Partnerships to Support Data-Driven Responses to Emerging Drug Threats Grant

BJA Grant term through February 2023.

BJA & CDC Grant - ACR Health Budget Breakdown		
Drug User Health Hub Resources	$45,000	Balance of funding for materials, equipment and supply resources to build capacity for local DUHH satellite site.

EXHIBIT

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 Health Department, with offices at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as the "County," and Aids Community Resources, 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 287 Genesee Street, Utica New York 13502, hereinafter referred to as the "Provider Agency."

WITNESSETH:

WHEREAS, the County has received funds through an Implementing Overdose Prevention Strategies at the Local Level (IOPSLL) grant, from the National Association of County and City Health Officials (NACCHO) and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, the County has received funds through a Partnerships to Support Data-Driven Responses to Emerging Drug Threats Grant from the CDC, Federal Bureau of Justice Assistance (BJA) and Health Research, Inc. (HRI)

WHEREAS, the County seeks to utilize said grant funds to develop and expand initiatives aimed at reducing overdose deaths, and enhancing overdose response, prevention, treatment, and recovery services in 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 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 perform the following ("Services") pursuant to its work plan and budget outlined in the Provider Agency's Budget, attached hereto as Appendix A:

a. Assist the County in meeting the goals of the IOPSLL grant by:

i. Serving as the lead community agency in the planning, implementation and operation of the Street Engagement Team (SET) that provides outreach and support to individuals with substance use disorder who reside in Oneida County to receive linkage to on-demand, low-threshold medication for addiction treatment (MAT) and other acute care needs.

ii. Obtaining staffing, equipment and other supplies outlined in Appendix A and as

approved by the County and NACCHO to perform SET outreach activities at least 3 times a week.

iii. Conducting training, program marketing and promotional activities as outlined in Appendix A.

iv. Utilizing the Oneida County Overdose Response Team's Overdose Detection & Mapping Application Program (ODMAP) and/or community input to identify areas for outreach activities.

v. Submitting weekly reports of SET outcomes for visits, connections to treatment, recovery, and harm reduction resources and other key referrals as requested by the County.

b. Assist the County in meeting the goals of the Partnerships to Support Data-Driven Responses to Emerging Drug Threats grant by:

i. Obtaining transportation, equipment, materials and supplies as approved by the County to support capacity for a local satellite Drug User Health Hub (DUHH) at the Syringe Exchange Program (SEP) site to provide on-site MAT and peer recovery support services for linkages to treatment and other social support services.

ii. Utilizing BJA funding to obtain harm reduction resources as agreed upon by the County and Provider Agency. Harm reduction resources may include services and/or equipment for drug checking and paraphernalia testing, and reporting such findings at least weekly to support the County's drug trend surveillance program and Naloxone expansion and access.

iii. Submitting weekly DUHH outcomes for visits, connections to treatment, harm reduction resources and other key referrals as requested by the County.

c. Regularly participate in and report project outcomes at Oneida County Opioid Task Force, Overdose Response Team meetings and other grant-related technical assistance and evaluation activities as requested by the County.

d. Collaborate with the County to conduct post and Interim-Implementation Program Evaluations for both NACCHO and BJA grant implementation activities.

e. Any work products or promotional items prepared by the Provider Agency, including multimedia products and websites, shall include statements approved by the County related to project funding.

f. Participate in the County's Overdose Fatality Review Team planning activities as requested by the County.

3. For the services provided, the County shall reimburse the Provider Agency a maximum of three hundred forty thousand dollars ($340,000.00) for the term of this Agreement. Payment shall be made 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, and shall be compliance with Appendix A.

4. Independent Contractor Status.

   a. 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, in accordance with its status as an Independent Contractor, covenants and agrees that its employees 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 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 illness; absence due to normal vacation; or absence due to attendance at school or special training or a professional convention or meeting.

   d. The Provider Agency acknowledges and agrees that its employees shall not 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 the Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the 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 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 shall 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.

5. The Provider Agency shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.

6. 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 Department of Health may promulgate these rules and regulations.

7. 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 the contract, 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.

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10. 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.

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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 contract and jurisdiction and venue shall lie within the State of New York.

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a. It is expressly understood that as a Provider Agency for the County, it may and will receive confidential information from the Health Department 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. They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the County. This means, among other things, that:

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COUNTY OF ONEIDA

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Oneida County Executive

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By: _____ 10-5-2022
~~Rebecca Bostwick~~ Todd Panek — Date
Chair, Board of Directors

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Executive Director

Approved
By: _____
Maryangela Scalzo, Esq.
Deputy County Attorney- Health and Human Services

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BJA Grant term through February 2023.

BJA & CDC Grant - ACR Health Budget Breakdown		
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deborah Holden
OneGroup NY, Inc 706 N Clinton Street Syracuse NY 13204	PHONE (A/C, No, Ext): 607-238-4080 FAX (A/C, No): 607-238-7366 E-MAIL ADDRESS: Dholden@onegroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PHILADELPHIA INSURANCE COMPANIES	18058
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	AIDCO
AIDS Community Resources, Inc. dba ACR Health 627 W. Genesee St. Syracuse NY 13204	

COVERAGES CERTIFICATE NUMBER: 1453023395 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	COMMERCIAL GENERAL LIABILITY	Y	Y	PHPK2434119	6/30/2023	6/30/2024	EACH OCCURRENCE	$
	CLAIMS-MADE [ ] OCCUR [ ]						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY [ ] PRO-JECT [ ] LOC [ ]						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2434119	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [ ] OCCUR	Y		PHUB821919	6/30/2023	6/30/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A A B	Professional Liability Abuse & Molestation D & O			PHPK2434119 PHPK2434119 81509725	6/30/2023 6/30/2023 6/30/2023	6/30/2024 6/30/2024 6/30/2024	$1,000,000 $1,000,000 1,0000,000	$3,000,000 $1,000,000 1,000,000

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

Umbrella is follow form
May 23, 2018 Oneida County Wellness Fair

CERTIFICATE HOLDER

Oneida County Wellness Fair
321 Main 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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AGENCY CUSTOMER ID: AIDCO

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
OneGroup NY, Inc.		AIDS Community Resources, Inc. dba ACR Health 627 W. Genesee St. Syracuse, NY 13204
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIIONAL REMEARS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord 125 FORM TITLE: Certificate of Liability Insurance

Coverage applies per the following form(s):

Commercial General Liability:
PI-GLD-HS NY (10/11) - General Liability Deluxe Endorsement: Human Services
CG 25 04 (03/97) - Designated Location(s) General Aggregate Limit
PI-GL-005 (07/12) - Additional Insured Primary and Non-Contributory Insurance - Scheduled Jefferson County
PI-GLD-HS NY (10/11) - Waiver of Subrogation
PI LOC SCH 1 NY 06 17 - Location Schedule
Commercial Umbrella:
PI-CXL-002 NY (05/19) - Schedule of Underlying Insurance
PI-CXL-085 (01/21) - Professional Liability Follow Form
PI-CXL-092 (01/19) - Automobile Liability Follow Form
PI-CXL-041 NY (05/16) - General Liability Follow Form

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	3
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

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Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. **Extended Property Damage**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. **Limited Rental Lease Agreement Contractual Liability**

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. **Non-Owned Watercraft**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

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This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

      Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

   c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

      A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

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That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. **Intentional, Willful, or Deliberate Violations**

      Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. **Criminal Acts**

      Any "violation" which results in any criminal penalties under the HIPAA.

   c. **Other Remedies**

      Any remedy other than monetary damages for penalties assessed.

   d. **Compliance Reviews or Audits**

      Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

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b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. **Medical Payments – Limit Increased to $20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. **Athletic Activities**

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. **Athletic Activities**

To a person injured while taking part in athletics.

I. **Supplementary Payments**

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. **Key and Lock Replacement – Janitorial Services Client Coverage**

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

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We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

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a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

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(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

O. **Liberalization**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. **Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

      (1) Any insured; or

      (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

   c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

   d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

   The above does not apply to fines or penalties imposed because of discrimination.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
SEE GENERAL LIABILITY SCHEDULE OF LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Limits Of Insurance (SECTION **III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 06/30/2022

Name of Person or Organization (Additional Insured):

Jefferson County, its officers, employees and agents
Office of the County Attorney
County Office Building
195 Arsenal Street, Watertown, NY 11601

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: PHPK2434119

Prems. No.	Bldg. No.	Address
0001	0001	627 W Genesee St Syracuse, NY 13204-2303
0002	0001	637 W Genesee St Syracuse, NY 13204-2309
0003	0001	287 Genesee St Utica, NY 13501-3820
0004	0001	135 Franklin St Watertown, NY 13601-3317
0005	0001	627 W Genesee St Syracuse, NY 13204-2303
0006	0001	617 W Genesee St Syracuse, NY 13204-2303

POLICY NUMBER: PHUB821919

SCHEDULE OF UNDERLYING INSURANCE

Employers' Liability

UMBRELLA COVERAGE FOR WORKERS COMPENSATION AND EMPLOYERS' LIABILITY IS NOT APPLICABLE IN SITUATIONS WHERE AN EMPLOYEE IS SUBJECT TO THE NEW YORK WORKERS COMPENSATION LAW

Company: _____

Policy Number: _____

Policy Period: _____

Minimum Applicable Limits

Bodily injury by accident	$ _____	Each Accident
Bodily injury by disease	$ _____	Each Employee
Bodily injury by disease	$ _____	Policy Limit

Commercial General Liability ☒ Occurrence ☐ Claims-Made

Company: Philadelphia Indemnity Insurance Company

Policy Number: PHPK2434119

Policy Period: 06/30/2022 06/30/2023

Retroactive Date: Not Applicable

Minimum Applicable Limits:

General Aggregate	$ 3,000,000
Products-Completed Operations Aggregate	$ 3,000,000
Personal And Advertising Injury	$ 1,000,000
Each Occurrence	$ 1,000,000

Commercial Auto Liability

Company: Philadelphia Indemnity Insurance Company

Policy Number: PHPK2434119

Policy Period: 06/30/2022 06/30/2023

Minimum Applicable Limits

Garage Aggregate Limit For Other Than Autos (if applicable)	$ Not Applicable
Each Accident	$ 1,000,000

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POLICY NUMBER: PHUB821919

Professional Liability ☒ Occurrence ☐ Claims-Made

Company: Philadelphia Indemnity Insurance Company

Policy Number: PHPK2434119

Policy Period: 06/30/2022 06/30/2023

Retroactive Date: Not Applicable

Minimum Applicable Limits

Each Professional Incident	$	1,000,000
Aggregate	$	3,000,000

Employee Benefits Liability ☐ Occurrence ☒ Claims-Made

Company: Philadelphia Indemnity Insurance Company

Policy Number: PHPK2434119

Policy Period: 06/30/2022 06/30/2023

Retroactive Date: 06/30/2012

Minimum Applicable Limits

Each Claim	$	1,000,000
Aggregate	$	1,000,000

Abusive Conduct Liability ☐ Occurrence ☐ Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

	$	
	$	

Directors & Officers Liability ☐ Occurrence ☐ Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

	$	
	$	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY

This policy is intended to include Commercial General Liability Coverage.

The Commercial General Liability insurance provided will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance unless otherwise directed by this policy, or an endorsement to this policy.

To the extent that such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance."

Any per location or per project aggregate limit of insurance that is extended in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance will not apply to the coverage provided by this endorsement.

Notwithstanding anything to the contrary in this policy, the insurance coverage afforded by this policy as respects operations in New York State shall conform to the requirements of the applicable New York State Insurance Laws and the applicable New York State Insurance Department Regulations. However, the limit of insurance provided by this policy shall be excess of the limit of insurance of any "underlying insurance" or self-insurance as stated in the Schedule of Underlying Insurance or any endorsements attached thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY COVERAGE SUB-LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY

SCHEDULE

Applicable Professional Liability Coverage(s)	Professional Liability Coverage Sub-Limits
Any/All Professional Liability shown in the Professional Liability section of the Schedule of Underlying Insurance within the PI-CXL-002 Commercial Umbrella Liability Insurance Policy Declarations unless another endorsement attached to this policy further limits exposure, coverage and/or limit of liability for Professional Liability listed within the Schedule of Underlying Insurance.	Each Professional Incident Limit: $ 5,000,000 Aggregate Limit: $ 5,000,000

Notwithstanding any provision to the contrary, this policy will provide the **Applicable Professional Liability Coverage(s)** subject to the **Professional Liability Coverage Sub-Limits** shown in the endorsement **SCHEDULE** above. These sub-limits are part of, and not in addition to, the Limits of Insurance stated in the Declarations.

The professional liability insurance provided will follow the same provisions, exclusions, limitations and definitions that are contained in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance unless otherwise directed by this policy, or an endorsement to this policy.

To the extent such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance."

Any per location or per project aggregate limit of insurance that is extended in the applicable underlying insurance" shown in the Schedule of Underlying Insurance will not apply to the coverage provided by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMOBILE LIABILITY (SUBLIMIT)

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY

SCHEDULE

AUTOMOBILE LIABILITY SUB-LIMIT:	
Each Occurrence Limit:	$ 5,000,000

Notwithstanding any provision to the contrary, this policy will provide auto liability coverage subject to the **AUTOMOBILE LIABILITY SUB-LIMIT** shown in the endorsement **SCHEDULE** above. This sub-limit is part of, and not in addition to, the Limits of Insurance stated in the Declarations.

The auto liability insurance provided will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance unless otherwise directed by this policy, or an endorsement to this policy.

To the extent such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY

This policy is intended to include Employee Benefits Liability coverage.

The Employee Benefits Liability insurance provided will follow the same provisions, exclusions and limitations that are contained in the "applicable underlying insurance" shown in the Schedule of Underlying Insurance unless otherwise directed by this policy, or an endorsement to this policy.

To the extent such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance."

Any per location or per project aggregate limit of insurance that is extended in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance will not apply to the coverage provided by this endorsement.

Anthony J. Picente, Jr.
County Executive

Ashlee L. Thompson
Commissioner

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

800 PARK AVENUE, 9TH FLOOR, UTICA, NY 13501
PHONE: 315-768-3660 & FAX: 315-768-3670
mentalhealth@ocgov.net

August 28, 2023

FN 20 23-317

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente,

I am forwarding four (4) copies of the 2023 Purchase of Services Agreement between the Oneida County Department of Mental Health and **Integrated Community Alternatives Network, Inc. (ICAN)**, 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 **July 1, 2023 and ends on December 31, 2024**. The total funding amount for this period will be a maximum of **$807,897.00**. This amount reflects 100% OMH State Aid Funding.

Integrated Community Alternatives Network, Inc., will operate a 48-Slot Youth Assertive Community Treatment (ACT) Team program to address the significant needs of children ages 10 up to 21, who are at risk of entering, or returning home from high intensity services, such as inpatient settings or residential services, using a multi-disciplinary team. The Youth ACT Team program will deliver intensive, highly coordinated, individualized services and skilled therapeutic interventions through an integrated, multi-disciplinary team approach to better achieve success and maintain the child in the home, school, and community.

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.

RECEIVED
AUG 29 2023

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

Anthony J. Picente Jr.
County Executive

Date 8-29-23

Oneida Co. Department: MENTAL HEALTH

Competing Proposal	
Only Respondent	
Sole Source RFP	
Other	X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Integrated Community Alternatives Network, Inc.
310 Main Street
Utica, NY 13501

Title of Activity or Service: Youth Assertive Community Treatment (ACT) Team Program

Proposed Dates of Operation: July 1, 2023 through December 31, 2024

Client Population/Number to be Served: Children with mental health needs and their families within Oneida County.

Summary Statements

1) **Narrative Description of Proposed Services:**

Integrated Community Alternatives Network, Inc., will operate a 48-Slot Youth Assertive Community Treatment (ACT) Team program to address the significant needs of children ages 10 up to 21, who are at risk of entering or returning home from high intensity services, such as inpatient settings or residential services, through the use of a multi-disciplinary team. The Youth ACT Team program will deliver intensive, highly coordinated, individualized services and skilled therapeutic interventions through an integrated, multi-disciplinary team approach to better achieve success and maintain the child in the home, school and community.

2) **Program/Service Objectives and Outcomes:**

The purpose of Youth ACT is to support children with complex mental health needs and their families so that they may remain in their homes and communities, achieve success in their educational, vocational or employment endeavors and foster positive relationships among friends and family. As such, the expected outcomes of Youth ACT include:

- Youth is stabilized and able to successfully remain in their home, school, and community
- Youth and their families are actively engaged in community-based services and have adequate supports to sustain gains achieved in the program
- Youth eliminate or reduce frequency or duration of inpatient admissions, emergency room use, crisis services use,

- Youth and families acquire effective skills such that youth can achieve age-appropriate developmental milestones
- Youth and family have enhanced capacity to sustain healthy interactions, secure emotional attachment, and functional relationships

3) **Program Design and Staffing**
The NYS Office of Mental Health (OMH), as applicable. The program meets the appropriate staffing model developed and monitored by the NYS Office of Mental Health (OMH) and guidelines and regulations.

Total Funding Requested: $807,897.00 **Account #** A4310.49541

Oneida County Dept. Funding Recommendation: $807,897.00

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: Mandated Service

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 800 Park Avenue, Utica, NY 13501, hereinafter collectively referred to as the "County," and **Integrated Community Alternatives Network 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 310 Main Street, Utica, New York 13501, 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, 2023 through December 31, 2024~~3~~ or until terminated according to the termination requirements contained within this Agreement.

2. Scope of Services. The Provider Agency shall:

    a. Operate a 48-Slot Youth Assertive Community Treatment (ACT) Team program to address the significant needs of children ages 10 up to 21, who are at risk of entering, or returning home from high intensity services, such as inpatient settings or residential services, through the use of a multi-disciplinary team. The program will ensure that the child and their family have the level of support services and access to clinical professionals they require to sustain any gains made in crisis response or other out-of-home high intensity services. The program will deliver intensive, highly coordinated, individualized services and skilled therapeutic interventions through an integrated, multi-disciplinary team approach to better achieve success and maintain the child in the home, school and community. Services may include:

        a. Assertive Engagement
        b. Case Management

c. Assessment
d. Child and Family Service Planning
e. Individual, Group, and/or Family Counseling/Therapy
f. Family Psychoeducation
g. Individual Psychoeducation
h. Psychosocial Rehabilitation
i. Crisis Intervention Services (to include being available 24 hours a day)
j. Medication Management
k. Health Services
l. Peer Services (Family and Youth Peer)
m. Vocational/Educational Services

b. Coordinate with the local Children's Single Point of Access (C-SPOAA). Admission to Youth ACT will be managed by the C-SPOAA and the provider will ensure regular contact regarding referrals, cases, etc.

c. Follow the guidelines established by the New York State Office of Mental Health in the July 2021 "Youth Assertive Community Treatment (ACT) Program Guidance Document" (Appendix C).

3. For the Services provided, the County will reimburse the Provider Agency a maximum of Eight Hundred and Seven Thousand Eight Hundred and Ninety-Seven Dollars and no cents $807,897.00 during the term of this Agreement. Payment will be made after submission of a duly prepared Oneida County Voucher and a separate itemized invoice of services provided to the Oneida County Department of Mental Health. Vouchers must be submitted, at minimum, on a quarterly basis, if not monthly. The County will make payments 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 Consultant. If Consultant fails to submit vouchers in the fashion described above, the County reserves the right to either withhold payment or terminate this Agreement per Section 12 of this Agreement. 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. Such an amendment may require formal approval by the Oneida County Board of Legislators.

4. The County will 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 agrees to 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, in accordance with its status as an independent contractor, covenants and agrees that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee 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 agrees, where applicable, to provide any and all services, authorized by this Agreement or by other license or certification, to individuals who are subject to an Assisted Outpatient Treatment (AOT) order pursuant to New York State Mental Hygiene Law Section 9.60, as well as to individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The Provider Agency further agrees to provide any and all required client-specific information as required by the State of New York and/or the County for monitoring purposes. It is expressly understood that all information sent to the County will be handled in a safe and confidential manner.

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 for 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 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 financial analysis, performance analysis, and service utilization report. In addition, 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 shall comply with the County's contract monitoring, which will include contract compliance evaluations, completion of quality assurance participant surveys, and other measures deemed necessary by the County to ensure contract compliance.

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 CircularA-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 Employers 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 Paragraph 16 of this Agreement will continue after termination of this Agreement and that

it is further understood that any privileges hereunder are subject to periodic review, revision and if appropriate, renewal.

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 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 agrees not to discriminate or refuse assistance to individuals diagnosed with AIDS or an HIV infection or an HIV related illness. If the Provider Agency is provided with any confidential HIV related information during the course of providing services, it shall safeguard such confidential HIV related information in accordance with New York State Law. Provider Agency shall only disclose confidential HIV related information in a manner consistent with the provisions of 18 NYCRR 357 and article 27-F of the New York Public Health Law. Agencies found to have discriminated or to have breached the confidentiality of AIDS related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:

> "This information has been disclosed to you from confidential records, which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

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 (Youth Assertive Community Treatment (ACT) Program Guidance Document), which 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 THEREOF, the County and the Provider have signed this Agreement on the day and year first above written.

COUNTY OF ONEIDA

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

By: Ashlee Thomps 8/28/2023
Ashlee Thompson Date
Commissioner, Department of Mental Health

INTEGRATED COMMUNITY ALTERNATIVES NETWORK, INC.

By: _____ 8/25/23
Dr. Lynn Kattato Date
President, Board of Directors

By: _____ 8/25/23
Steven Bulger Date
Executive Director and CEO

Approved

By: _____
Ellen S. Rayhill, Esq.
Assistant County Attorney

APPENDIX A: TOTAL CONTRACT BUDGET
PAGE 1 OF 3
INTEGRATED COMMUNITY ALTERNATIVES NETWORK (ICAN)

TOTAL 18-MONTH BUDGET (07/01/2023-12/31/2024)	**$807,897.00**

YEAR: 2023		**YEAR: 2024**	
OMH:	$ 269,299.00	OMH:	$ 538,598.00
OASAS:	$ -	OASAS:	$ -
OPWDD:	$ -	OPWDD:	$ -
COUNTY:	$ -	COUNTY:	$ -
ANNUAL TOTAL:	$ 269,299.00	**ANNUAL TOTAL:**	$ 538,598.00
AMENDMENT		AMENDMENT	
	$ -		$ -
	$ -		$ -
	$ -		$ -
ADJUSTED TOTAL:	$ 269,299.00	**ADJUSTED TOTAL:**	$ 538,598.00

APPENDIX A: FUNDING DETAIL
PAGE 2 OF 3
INTEGRATED COMMUNITY ALTERNATIVES NETWORK (ICAN)
Last updated: 05/04/2023

		49541	28220	ICAN		07/01/23-12/31/24
Account	Funding Source	Program Name	Prog Code/Index	Funding Source Code		State Aid
ICAN	OASAS	NONE				
		TOTAL OASAS AID:	$ -			
ICAN	OMH	Children & Youth Asssertive Community Treatment (ACT)	4800-88	034J		$ 770,740.50
ICAN	OMH	ACT Service Dollars	8810-88	034J		$ 37,156.50
		TOTAL OMH AID:	$ *807,897.00*			
ICAN	OPWDD	NONE				
		TOTAL OPWDD AID:	$ -			
						$ -
ICAN	County	NONE				
		TOTAL COUNTY AID:	$ -			
		TOTAL ICAN AID FOR THIS CONTRACT TERM:				$ 807,897.00

APPENDIX A: PROGRAM CODE DESCRIPTIONS

Program Name	Program Code	Program Description
Children and Youth Assertive Community Treatment (Licensed Program)	4800	The Child and Adolescent Assertive Community Treatment (ACT) team is a community based program which provides or arranges for services, treatment and support to families with children at significant risk for out-of-home placement for whom traditionally structured services have not met their needs. The team offers a point of responsibility for serving youth with serious emotional disturbance. By providing intensive home and community based services in the youth's home community, the team can preserve family integrity and prevent unnecessary out-of-home placement. Teams employ a wraparound, strength-based care coordination model which is child-centered and family-focused, fundamental to enhancing resiliency, meeting the imperatives of developmental stages and promoting wellness for each child and family. It ensures effective interventions by implementing a creative and collaborative partnership with the family, treatment provider(s), community-based services and other natural supports. Intensive in-home services include case management, therapy, education and skill building services, among others to improve the families and youth's skills and abilities. Units of Service: Count the total number of contacts.

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

i. The Contractor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

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

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

c. The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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

Appendix C

Youth Assertive Community Treatment (ACT)

Program Guidance Document

July 2021

Youth ACT Program

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Youth Assertive Community Treatment

I. Program Overview

Youth Assertive Community Treatment (ACT) is a program designed to address the significant needs of children ages 10 up to 21, who are at risk of entering, or returning home from high intensity services, such as inpatient settings or residential services, through the use of a multi-disciplinary team. Children with significant psychiatric needs, who are at risk of institutional level of care, require intensive interventions in order to adequately support the child and family's complex needs, to avoid high end services or facilitate and support a successful transition back to community. Youth ACT serves as a critical component in the children's continuum of care.

Youth ACT ensures the child and their family have the level of support services and access to clinical professionals they require to sustain any gains made in crisis response or other out-of-home high-intensity services. Youth ACT teams deliver intensive, highly coordinated, individualized services and skilled therapeutic interventions through an integrated, multi-disciplinary team approach to better achieve success and maintain the child in the home, school and community. Youth ACT services are delivered in the home or other community-based settings.

Team interventions are focused on improving or ameliorating the significant functional impairments and severe symptomatology experienced by the child/youth due to mental illness or serious emotional disturbance (SED). Interventions are also focused on enhancing family functioning to foster health/well-being, stability, and re-integration for the child/youth. Services are delivered using a family-driven, youth guided and developmentally appropriate approach that comprehensively addresses the needs of the child/youth within the family, school, medical, behavioral, psychosocial, and community domains.

To address the needs of children and adolescents eligible for this comprehensive service, the Youth ACT team is multi-disciplinary and expected to promote a myriad of interventions, including: the active participation of the family and other natural supports; the utilization of promising practices and evidence-based interventions focused on family and systems approaches; re-integration and meaningful connections within the home and community; and preparations for transition to adulthood; all as applicable to the population served. The Youth ACT team must also ensure that services are comprehensive, and principle driven. A reliable treatment structure that is flexible and responsive in nature is required, whereby the type and intensity of services are immediately and seamlessly adjusted to meet the individualized, changing needs of the child and family.

1.1 Outcomes:

The purpose of Youth ACT is to support children with complex mental health needs and their families so that they may remain in their homes and communities, achieve success in their educational, vocational or employment endeavors and foster positive relationships among friends and family. As such, the expected outcomes of Youth ACT include:

- Youth is stabilized and able to successfully remain in their home, school, and community
- Youth and their families are actively engaged in community-based services and have adequate supports to sustain gains achieved in the program
- Youth eliminate or reduce frequency or duration of inpatient admissions, emergency room use, crisis services use,
- Youth and families acquire effective skills such that youth can achieve age-appropriate developmental milestones
- Youth and family have enhanced capacity to sustain healthy interactions, secure emotional attachment, and functional relationships

1.2 Certification:

All ACT programs must be certified (licensed) by the New York State Office of Mental Health pursuant to 14 NYCRR Part 508.

These guidelines serve as the NYS Office of Mental Health's standards for licensed Assertive Community Treatment programs. The Commissioner of the NYSOMH must approve any waivers to these standards kin accordance with Part 501 of Title 14 NYCRR.

2. Guiding Principles

Youth ACT services must be provided in accordance with the below outlined guiding principles to ensure services are person-centered and meet the needs of the youth:

Accessible and Available: Services are flexible and mobile, and adapt to the specific and changing needs of each child/family; utilize the home/community for service delivery, along with therapeutic, rehabilitative and supportive approaches that best fit the needs of each child and family

Family-Driven: Services emphasize the important role of family as the experts in their lives, their needs, and their goals. The family drives the treatment, rehabilitative and supportive delivery process for the child. Family-driven care promotes the well-being and developmental

needs of the child while supporting the relationships between the child, family, other natural supports and service providers.

Youth Guided: Services recognize that youth have the right to be empowered, educated, and given a decision-making role in the care of their own lives, including guiding the treatment, rehabilitative and supportive service delivery process.

Developmentally Appropriate: Services and interventions are provided in a manner that is not only appropriate for a child/youth's age, but anchored to their developmental, social and emotional stage, and attuned to the relationship between the child/youth and family/caregiver. As the child/youth's needs indicate, the scope of service and interventions enable the family/caregiver's active involvement and are reflected in the treatment plan.

Culturally and Linguistically Competent: Services are respectful of and responsive to the values and needs of the family and contain a range of expertise in treating and assisting families in a manner responsive to cultural and linguistic diversity. Services are delivered in a manner that recognizes and respects the culture and practices of the child/youth and family, including the awareness and understanding of different cultural groups' experiences. Such experiences include but are not limited to oppression and social diversity with respect to race, ethnicity, sex, sexual orientation, gender identity or expression, disability, religion, immigration status and its impact on engagement and perception of care.

Strength-based: Services rely upon a collaborative process between the Youth ACT team members, youth and family, enabling them to work together to determine a treatment plan that draws on their strengths and assets. This includes the identification of family members and significant others who provide support and have a meaningful role in the child/youth's ongoing care or development. This may also include interventions and activities which build upon the youth's or family's competencies, interests, beliefs, values and practices that serve as a source of support or growth.

Recovery-Oriented: Services incorporate a process of change through which the child/youth and family improves their health and wellness, lives a self-directed life, and strives to reach their full potential.

Trauma-Responsive and Trauma Specific: Services are based on an understanding of the vulnerabilities or triggers experienced by children who have experienced or witnessed trauma that may be exacerbated through traditional service delivery approaches so that these services and programs can be more supportive and avoid re-traumatization. Families are engaged in services with the assumption that trauma has occurred within their lives. Trauma specific treatment should be provided for those who have experienced trauma.

***Evidence-Based/Promising Practices*:** Services utilize or apply core components of evidence-based and promising practices, supported by continuing education activities for staff to promote learning and implementation.

3. Youth ACT Services

Youth ACT teams are expected to make available the following range of treatment, rehabilitation and support services in a manner that is consistent with the conditions, age and developmental stage of the youth to be served, and in accordance with a person-centered and individualized service plan. The services offered may therefore vary in degree and/or focus per team. Services include:

A. Assertive Engagement
B. Case Management
C. Assessment
D. Child and Family Services Planning
E. Individual, Group, and/or Family Counseling/Therapy
F. Family Psychoeducation
G. Individual Psychoeducation
H. Psychosocial Rehabilitation
I. Crisis Intervention Services
J. Medication Management
K. Health Services
L. Peer Services (Family and Youth Peer)
M. Vocational/Educational Services

***A. Assertive Engagement*:**
These services include a variety of methods to promote engagement of children/youth and families who initially may not engage readily in ACT services, including community outreach, home visiting, and engagement of natural supports and other collaterals, such as school counselor or probation officer, if applicable. For children or youth transitioning home from a crisis residence, Children's Community Residence (CCR), inpatient psychiatric unit or Residential Treatment Facility (RTF), this should include engagement of the youth, family through collaborative meetings that include crisis residence, hospital, RTF or CCR staff to encourage seamless transition and connection to ACT post-discharge. Assertive Engagement is designed to foster a commitment on the part of a child/youth and family to enter into a therapeutic relationship with the ACT team that is supportive of their recovery and motivates their participation in services in order to build or enhance their functional capacities.

B. Case Management:

Case management services provide linkages to community resources and supports to help children/youth live in the community, transition home from higher levels of care and meet their personal goals. Case management uses strength-based and person-centered practices, assisting persons to achieve the goals of wellness management and recovery. Case management helps with increasing access to resources, supports and services that will promote recovery while decreasing the need for hospitalization and reliance on emergency services. Case management assists individuals and families to obtain needed medical, social, psychosocial, educational, financial, vocational, housing, and other services. Utilizing the strength-based model of service delivery, case management services empower individuals and families by engaging them in the decision-making process and encouraging them to choose among all available options that will assist them in achieving their goals.

Case management for children/youth relies on coordination of care through partnerships and collaboration among the child/family, Youth ACT team, other service providers and natural supports. Care coordination should be considered a foundational approach incorporated into all aspects of service delivery to facilitate integrated care that addresses the co-occurring needs and systems involvement in the child/youth's and family's life.

C. Assessment:

Assessments are to be conducted as a multi-disciplinary, continuous process of identifying an individual's strengths, barriers to achieving goals, and service needs, through the observation and evaluation of the individual's current mental, physical and behavioral health condition and history. The assessment is the basis for establishing a diagnosis and a person-centered, recovery-oriented service plan. An initial assessment is conducted upon admission into the Youth ACT program, with follow-up assessments every six months, or as needed. This may also include specific indicated assessments based on need, such as trauma assessment, suicide assessment or violence risk assessment.

For children/youth and families, assessment and diagnostic evaluation is intended to be a unified process inclusive of treatment planning, in order to establish a child/youth- centered, family-centered plan for service provision. The capacity to assess and/or identify co-occurring mental health and substance use conditions, as well as intellectual deficits/learning disorders is an important component of assessment in order to comprehensively inform an integrated, unified treatment planning process and a developmentally appropriate treatment plan.

Assessment of risk to determine acuity of needs is conducted whenever issues of safety or indications of risk are apparent for any child/youth or family, including changes in the child/youth's symptoms or mental status, family circumstances and upon the child/youth stepping down from a higher level of care. The regular, consistent use of standardized tools to screen, assess and monitor the level of risk severity should be part of the ongoing

assessment process. Screening for risk indicators within the child/youth and family should occur throughout the process of service delivery by the Youth ACT team to determine if/when assessment of risk is needed.

D. Child/Family Centered Service Planning:
Service Planning is a continuous process that engages each child/youth and family as active partners in developing, reviewing, and modifying a course of care that supports the child/youth's progress towards identified goals related to restoring, building or enhancing functionality as well as the development of a relapse prevention plan where appropriate.

Child/youth-centered, family-centered service planning is as significant to the care of a child/youth and family as the interventions provided. It is a therapeutic process that engages the child/youth and family in defining their desired goals and the action steps by which to achieve them. The treatment plan developed through this dynamic process is the agreement between the provider, child/youth and family as to what changes need to occur, what services and participants will help achieve those changes and how progress toward those changes will be measured. It serves as a roadmap for recovery, developed in partnership with the provider, the child/youth, family/caregiver, and significant others involved in the child's treatment.

The child/youth-centered, family-centered treatment plan should be reviewed at least every six months, or earlier if there is a significant change in the child's functioning, and adjusted as needed, in partnership with the child and family, and in consultation with collaborative providers outside of the Youth ACT team to gauge changes in status, responses to treatment, or progress toward goal achievement.

E. Individual, Group, and/or Family Counseling/Therapy:
Therapy is problem-specific and goal-oriented, using evidence-based practices such as cognitive-behavioral therapy, as appropriate. Therapy emphasizes social/interpersonal competence, addresses barriers that disrupt the developmental process, and considers an individual's strengths, needs, and cultural values.

Therapy services utilize skilled interventions to ameliorate or improve functional impairments and facilitate behavioral change related to the child's/youth's condition(s) of mental illness, emotional/behavioral disturbance. Interventions aim to reverse or change maladaptive patterns of behavior within the child/youth and family as well as to support the child's capacity to achieve age-appropriate developmental milestones and the family's capacity to sustain healthy family interactions, more secure emotional attachment and functional family relationships.

Therapy approaches should include the capacity to address individual and family trauma,

such as experiences of physical, sexual or emotional abuse, disrupted attachment, family conflict, significant loss, witness to violence, generational mental illness or substance use disorders. Trauma specific treatment or interventions should be provided when needed by the child/family.

In the event a specialized therapy service outside of the expertise within the ACT team are required, it should be made available through referral or formal arrangement with other providers. For example, for youth with an identified substance use disorder, the following therapeutic intervention may be needed:

- *Integrated Dual Disorder Treatment* is an evidence-based practice using an integrated care model involving motivational interviewing, stage-wise interventions, groups, self-help groups, cognitive-behavioral, and harm reduction techniques which are designed to restore functionality and promote recovery for youth with dual recovery substance use disorder and mental illness.

F. Family Psychoeducation:

Family Psychoeducation is a rehabilitative service involving counseling an individual's family members, caregivers, or social supports on the early warning signs of the individual's psychiatric symptomology, and how to avoid and reduce stressors on the individual to promote the individual's recovery in the community. Family Psychoeducation for families of children/youth with mental illness or serious emotional disturbance fosters a partnership between the child/youth, their family and clinician to support mental health treatment and recovery. Family Psychoeducation helps families gain greater knowledge of mental illnesses and emotional or behavioral disorders in order to reduce stress, confusion, and isolation.

G. Psychosocial Rehabilitation:

Psychosocial Rehabilitation utilizes hands on training and rehabilitative interventions to target the development, reacquisition or improvement of skills that were lost or undeveloped due to the onset of mental illness/emotional disturbance. Training is provided through direct instruction techniques including explanation, modeling, role playing, and social reinforcement interventions. Psychosocial Rehabilitation for children/youth assists in the development, reacquisition, or improvement of age-appropriate skills necessary for functioning in home, school and community settings.

Psychosocial Rehabilitation may be provided through group modalities that offer an interactive setting for skill development, restoration, or enhancement. Services may assist the child/youth with implementing strategies introduced by clinicians in therapy. Skills areas such as coping/anger management, social/relationship, recreation, and relapse prevention are often addressed to facilitate community integration. Psychosocial Rehabilitation that focuses on facilitating *community integration* includes interventions and hands-on training to develop

or rebuild developmentally appropriate skills to interact with peers, establish/maintain friendships and a supportive social network. Psychosocial Rehabilitation that focuses on the development or rebuilding of age appropriate recreational/leisure skills provides opportunities for supervised application and practice of recreational skills, in the home and community or group setting (e.g. creative arts, sports, physical activities).

For transition age youth, Psychosocial Rehabilitation should target skills needed for personal independence and community integration, within the domains of employment, education, housing and community life (e.g. daily living skills such as food preparation, money management, health, leisure, self ddetermination, communication, relationships).

For children and younger adolescents in particular, Psychosocial Rehabilitation may assist their parents/caregivers to implement more effective behavioral interventions for the benefit of their child, in order to better support the development of positive behavior. Needed areas of skill development are those that help parents/caregivers assist their child with developing age appropriate skills in areas such as self-regulation, frustration tolerance, problem solving. Parents may also be assisted to enhance skills to better recognize and respond to their child's triggers in order to prevent problem behaviors from escalating or crises from occurring. This also includes assisting parents to implement strategies introduced by clinicians in therapy.

***H. Crisis Intervention Services*:**

Crisis intervention services are intended to interrupt and/or ameliorate a crisis or prevent a child/youth or family from experiencing an escalation of symptoms. Interventions may also include assessment of risk, immediate crisis resolution and de-escalation and the implementation or development of a safety plan to mitigate risk. Crisis interventions should stabilize the child/youth and family, deescalate the severity of the child's/family's level of distress and need for urgent care such as ED/hospitalization.

These also include necessary crisis-oriented remedial activities and interventions, such as medication or verbal therapy, designed specifically to address acute distress and associated behaviors when the individual's condition or family circumstance requires immediate attention, and/or could lead to hospitalization.

Youth ACT teams have the primary responsibility for crisis response and are the first contact for after-hours crisis calls. The Youth ACT team must operate a continuous and direct after-hours on-call system with staff that are experienced in the program and skilled in crisis intervention procedures. The Youth ACT team must have the capacity to respond rapidly to emergencies, both in person and by telephone. To ensure direct access to the Youth ACT program, children/families must be given a phone list with the responsible Youth ACT staff to contact after hours.

I. Medication Management Services:

These include a full range of medication services including prescribing and administering medication, reviewing the appropriateness of the individual's existing medication regimen, monitoring and evaluating target symptom response, monitoring the effects of medication on the individual's mental and physical health, ordering and reviewing diagnostic studies and ongoing lab monitoring. Additionally, may include rehabilitative counseling, education and skill-development to restore, as developmentally appropriate an individual's ability to obtain and self-administer medications which has been lost due to the onset of mental illness or a parent/caregiver's understanding and ability to administer medications for their child/youth, and recognize and cope with the side effects of the individual's medications.

J. Health Services:

These services include the gathering of data concerning the individual's physical health history and any current signs and symptoms, and the assessment of the information to determine the individual's physical health status and need for referral to appropriate medical services.

For children and youth, this may include screening and monitoring key health indicators and health risk services, including screening and preventive interventions such as weight assessment and counseling for nutrition and physical activity. This service also ensures that children/youth receive age appropriate screening, preventive and treatment interventions from their pediatric care providers.

K. Peer Support Services:

These are rehabilitative in nature and include an array of formal and informal services and supports provided by a peer with lived experience:

- *Family Peer Support Services (FPSS)* are provided to families by a peer with lived experience caring for a child who is experiencing social, emotional, developmental, medical, substance-use and/or behavioral challenges in their home, placement, school, or community. These services provide a structured strength-based relationship between a New York State credentialed Family Peer Advocate and the parent, family member or caregiver for the benefit of the child/youth. FPSS assist families with developing community connections and naturals supports to enhance the quality of life by integration and supports for families in their own communities, as well as helping the family to rediscover and reconnect to natural supports already present in their lives. Other activities include: helping the family learn and practice strategies to support their child's positive behavior, assisting the family to implement strategies

recommended by clinicians, providing individual or group parent skill development related to the behavioral health needs of the child (i.e., training on special needs parenting skills).

- *Youth Peer Support Services* (YPSS) are formal and informal services and supports provided to youth by a New York State credentialed peer who has lived experience with mental health and/or co-occurring behavioral health challenges in their home, school and/or community. The services provided offer support necessary to ensure engagement and active participation of the youth in the treatment planning process and the ongoing implementation and reinforcement of skills. This service provides the opportunity for the youth to expand the skills and strategies necessary to move forward in meeting their personal, individualized life goals, develop self-advocacy skills, and to support their transition into adulthood.

L. Vocational/Education Services:

Services individually designed to prepare a youth to engage in paid or volunteer work or continuing education, and to succeed in a work or educational environment. Services are directed at teaching skills needed to work or study and facilitating appropriate work habits, acceptable job or classroom behaviors, and learning work or school requirements. These services may be needed for youth who are not already in receipt of such services under IDEA or ACCES-VR.

- *Pre-Vocational/Educational Services* are those services individually designed to prepare a youth to engage in paid work, volunteer work or career exploration. Prevocational Services are not job-specific, but rather are geared toward facilitating success in any work environment for youth whose mental illness or emotional disturbance does not permit them access to other prevocational services. The service is directed at teaching skills rather than explicit employment objectives. In addition, Prevocational Services assist with facilitating appropriate work habits, acceptable job behaviors, and learning job production requirements.

- *Supported Employment Services* are individually designed to prepare youth with disabilities (age 14 or older) to engage in paid work. Supported Employment services provide assistance to participants with disabilities as they perform in a work setting. Services may include any combination of the following services: vocational/job-related discovery or assessment, person-centered employment planning, job placement, job development, negotiation with prospective employers, job analysis, job carving, training and systematic instruction, job coaching, benefits support, training and planning, transportation, career advancement services, and other workplace support services including services not specifically related to job skill training that enable the participant to be successful in integrating into the job setting.

4. Youth ACT Team

Youth ACT uses an interdisciplinary team approach to treatment, rather than an individual treatment model approach. The Youth ACT team has two capacity models and serves either 36 or 48 youth along with their family members and collaterals, as outlined in their individualized service plans. To the greatest extent possible, youth/families enrolled in ACT are the responsibility of the collective team, and not just one or two individuals on the team. Although youth can and will form a special bond with some individual team member, all members of the team should see all of the ACT enrolled youth/families and ensure access to all identified services on the individualized service plan. It is expected that a majority of recipients will be seen by a minimum of three (3) or more different staff members in a given month.

Within the scope of Youth ACT services, the team provides all needed and preferred services for the child/family. Except at points of transition, the Youth ACT team does not refer out for mental health related clinical, rehabilitative or support services. Youth ACT team has the capacity to provide the frequency and duration of staff-to-child/family contact required by each child's individualized level of need, service plan and their immediate needs, at any given time.

It is expected that Youth ACT team provides a minimum of six (6) visits per month, of at least 15 minutes, three (3) of which may be collateral. No more than one client or collateral contact per day shall be allowed as a billable service, except that two contacts per day shall be allowed as a billable service if one contact is face-to-face with the client and the other contact is face-to-face with a collateral. The two contacts must occur separately.

It should be noted, there are two billing rates for ACT; a full rate for those recipients who receive at least 6 contacts in a month and a partial rate for those recipients who are seen less than 6 but more than 2 times per month. The Youth ACT team has the capacity to increase and decrease contacts based upon daily assessment of the child's/family clinical need(s), with a goal of enhancing family functioning to foster stability. The team has the capacity to provide multiple contacts to children/families experiencing an increase in conflict and a rapid response to early signs of crisis.

Youth ACT has the capacity to provide support and skills development services to the child's/family's others/collaterals. Collateral contacts may include additional providers (e.g. school, probation), additional family members, friends, caretakers, or employers, consistent with the service plan and for the coordination of services. Youth ACT team has the capacity to provide services through group modalities, as clinically appropriate. For example, for

recipients with common diagnostic characteristics; or for supportive skill building or family psychoeducation.

4.1 Staffing Model

36 Slot Youth ACT Team Model:

The multidisciplinary team works with 36 recipients and their families. The total allocated FTE for the Team is 7 FTE staff as outlined below:

1. .5 FTE Team Leader (Team Management): (Licensed professional)
2. .50 FTE Prescriber (Psychiatrist)[1]
3. 5 FTE- Clinical/Professional/Clinical Support staff
    - 2FTE MH Professional (Licensed Professional)
    - 2.5 FTE Peer Advocate/Clinical Support
        - 1FTE Family Peer Advocate and/or Youth Peer Advocate- Required to be a New York State Credentialed Family and/or Youth Peer
        - 1 FTE Clinical Support- BA with experience or MA preferred
        - .5 FTE- Youth ACT teams will determine the remaining .5- either additional Family Peer Advocate and/or Youth Peer Advocate OR additional Clinical Support
    - .5 FTE Team Leader (Licensed Professional)
4. 1 FTE Program Assistant (Office Assistant)

48 Slot Youth ACT Team Model:

The multidisciplinary team works with 48 recipients and their families. The total allocated FTE for the Team is 8.67 FTE staff as outlined below:

1. .5 FTE Team Leader (Support): (Licensed professional)
2. .67 Psychiatrist[2]
3. 6 FTE clinical staff
    - 3 FTE MH Professional (Licensed Professional)

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[1] * Psychiatric Nurse Practitioner (PNP) may fulfill the FTE due to lack of availability of Psychiatrist with approval from OMH- see appendices for waiver requirements

[2] Psychiatric Nurse Practitioner (PNP) may fulfill the FTE due to lack of availability of Psychiatrist with approval from OMH- see appendices for waiver requirements

- 3 FTE- Peer Advocate/Clinical Support Staff
    - 1 FTE- Family Peer Advocate and/or Youth Peer Advocate - Required to be a New York State Credentialed Family and/or Youth Peer); Youth ACT teams will determine percentage of Family Peer Advocate and Youth Peer Advocate
    - 1 FTE- Clinical Support- BA with Experience or MA preferred must
    - 1 FTE- Youth ACT teams will determine the remaining 1 FTE - either additional Family Peer and/or Youth Peer OR additional Clinical Support
- .5 FTE Team Leader (clinical)

4. 1 FTE Program Assistant (Office Assistant)

4.2 Youth ACT Team

Each member of the Youth ACT team contributes to the generalist practice of ACT, in addition to provision of direct service in their respective specialty and training/coaching to the rest of their team. This approach allows collaboration among the team across all dimensions of ACT work from engagement to assessment to skill development to stabilization to transition from Youth ACT to community-based services.

This collaborative approach allows for flexibility for each Youth ACT team member to provide focused services, based on their specialty, to a subset of enrolled children/families while also offering general support to the remaining enrolled children/families, with the goal of offering tailored and adaptable services/supports to each child/family based on their unique needs at any given time.

Staff must have experience and capability to effectively treat children/youth with SED and severe mental, emotional and behavioral impairments commensurate with Residential Treatment Facility (RTF) or Community Residence (CR) level of care or histories of hospitalization, and families with complex, multi-system needs. A Youth ACT team is one that functions in an integrated manner, utilizing a multi-disciplinary approach to care that supports the needs of the "whole person" and family.

Staff must complete all required Youth ACT training as directed by the NYS OMH. Please reference the appendix for additional information on Youth ACT training.

4.3 Staff Roles and Qualifications

Team Leader – A full-time licensed professional staff member who directs and supervises staff activities, leads team organizational and service planning meetings, provides clinical

direction to staff regarding individual cases, conducts side-by-side contacts with staff and regularly conducts individual supervision meetings. The team leader is also responsible for direct services as a member of the professional staff, clinical supervision for staff, and the administration and leadership of the team, on an ongoing basis.

Psychiatrist – Must be currently licensed as a physician by the NYS Education Department and certified by, or be eligible to be certified by, the American Board of Psychiatry and Neurology. The psychiatrist, in conjunction with the team leader, has overall clinical responsibility or monitoring recipient treatment and staff delivery of clinical services. The psychiatrist provides psychiatric and medical assessment and treatment; clinical supervision, education, and training of the team; and development, maintenance, and supervision of medication administration and psychiatric and medical treatment and procedures.

Psychiatric Nurse Practitioner (in lieu of Dr or offsetting Dr. hours) must be currently licensed as a Psychiatric Nurse Practitioner by the NYS Education Department. The Psychiatric Nurse Practitioner (PNP), under the supervision of the psychiatrist and in conjunction with the team leader, has clinical responsibility for monitoring recipient treatment and staff delivery of clinical services. The PNP (when functioning to offset the psychiatrist hours) provides psychiatric and medical assessment and treatment; education and training of the team; and development, maintenance, and supervision of medication administration and psychiatric and medical treatment and procedures.

Licensed Mental Health Professional is licensed by the New York State Education Department and operate within the practitioner's scope of practice as defined in NYS law. These include, but are not limited to: Licensed Psychologists, Licensed Clinical/Masters Social Workers, Licensed Marriage and Family Therapists, Licensed Mental Health Counselors, or Licensed Creative Arts Therapist. The licensed mental health professional is responsible for providing treatment to the child and their family/caregivers to address the clinical needs of the child and the complex needs of the family unit. Treatment interventions are to be individualized to the child/family and evidence-based practices should be used to address identified clinical and family system needs.

Peer Advocate – Peer specialists are in a unique position to serve as role models, educate recipients about self-help techniques and self-help group processes, teach effective coping strategies based on personal lived experience, teach symptom management skills, assist in clarifying rehabilitation. ACT teams must include at least one of the following types of peer advocates (Youth ACT teams will determine percentage of each based on need up to 1 FTE)

- *Family Peer Advocates (FPA)* are parents or caregivers who are raising or have raised a child with serious mental health concerns and are personally familiar with the associated challenges and available community resources for children and families.

The FPA must possess a credential recognized by the Office of Mental Health and receive specialized training and supervision.

- *Youth Peer Advocates (YPA)* are individuals, age 18 to 30 years old, who self-identify as a person who has first-hand experience with mental health and/or co-occurring behavioral health challenges. At a minimum a youth peer must, have a high school diploma, high school equivalency or a State Education Commencement Credential and possess a credential recognized by the Office of Mental Health, and receive specialized training and supervision.

Clinical Support Staff (BA experience or MA preferred) – Clinical staff are responsible for working with the child and family in support of identified treatment goals through discrete and targeted service interventions, such as skill development or training and education. The clinical staff support the child and family in acquiring the necessary skills and abilities to manage their health, improve family relationships, and develop opportunities for prosocial activities and interactions.

- The clinical staff who, in addition to performing routine clinical support team duties, also has lead responsibility for integrating educational and/or vocational goals and services with the tasks of all team members. This staff member provides needed assistance through all phases of the vocational service.

Program Assistant – Typically, a non-clinical staff member who is responsible for managing medical records; operating and coordinating the management information system; maintaining accounting and budget records for recipient and program expenditures; and performing reception activities (e.g., triaging calls and coordinating communication between the program and recipients).

4.4 Team Function and Communication

Youth ACT staff function collectively and collaboratively on behalf of all program recipients as a team. Therefore, organizational staff meetings are held a minimum of four times a week. The team meeting is critical to facilitate frequent communication among team members about progress of each enrolled child/family and to help teams make rapid adjustments to meet any needs of the child/youth. If programs choose to meet the minimum of 4 times weekly, they need to develop mechanisms to share information on the non-meeting day about the status (progress, needs, status and interventions), to ensure that all team members are familiar with the current status of each enrolled child/family.

The organizational meetings should be short (no longer than one hour) and include the following elements:

a. Review of every enrolled child/family
b. Review of the status of each child/family to be seen on the day of the meeting.
c. Updates on contacts that occurred the day before.
d. Updates and revisions to the daily staff assignment schedule.
e. Service plan reviews and revisions, as needed.

In order to maximize collaboration, ACT teams must also maintain and utilize documentation processes to further communications among team members. Examples include the following:

- A weekly or monthly schedule of contacts and activities for each child/family organized in a notebook or file and maintained in a central location.
- A child/family monthly schedule board, on which is recorded future appointments and other important dates, that are not included on the current month scheduling board.
- A daily team schedule containing a list of child/family to be contacted and the interventions planned for each contact, scheduled paperwork time, supervision meetings and other rehabilitation and service activities scheduled to occur that day, to be maintained on a log board.
- A staff monthly schedule board, on which is recorded staff appointments, training dates that impact scheduling for enrolled member contacts.
- A daily communication system, tools for organization of the daily meeting and scheduling of recipient/staff contacts, and a significant event log or other intra-team communication system to make the team aware of high-risk situations or other safety issues which may need to be addressed in providing services.
- A child/family monthly contact log, in which is individually listed all the contacts and attempted contacts, phone contacts, collateral contacts, location, duration, a brief description of the contact and plan for the next contact.
- Significant child/family issues and observations made by staff between team meetings can be recorded in the daily log prior to the end of the staff person's workday and discussed at the next team meeting.
- A child/family goal board, on which is listed the name of each child/family in the program and the goals of that individual.
- A hospitalization log, in which is listed hospitalization information for each child.

4.5 Assessment

The Core of Youth ACT is a multi-disciplinary team process for ongoing assessment and person-centered service planning, conducted under the supervision of the team leader and the psychiatrist. The team develops a person-centered plan in partnership with the child/family to address all identified needs and preferences for services and supports. This

includes services provided directly by the ACT team, as well as services and/or activities that are naturally occurring in the community and provided by other community agencies.

Preliminary Assessment: An immediate needs assessment and documentation of a plan to address these immediate needs is completed within 7 days of receipt of a referral; immediate needs are defined as:

a. Safety and suicidality
b. Living situation and family functioning
c. Medical/Health needs
d. Resources- shelter, food, clothing
e. Educational /vocational

A Comprehensive Assessment, is completed within 30 days of admission and must include the following information:

1. Mental health history
    a. Diagnosis
    b. Medications
    c. Behavioral health history/outcomes
    d. Current providers, services or agency involvement

2. Needs and strengths
    a. Current functioning, including description of the current symptoms and/or behaviors
    b. Symptoms and severity
    c. Safety/suicidality - assessment of risk, conducted using a standardized risk assessment tool that includes assessment of risk factors and level of severity (minimally including risk of self-harm, both suicidal and self-injurious behaviors and risk of violence), and perception of own risks and safety.
    d. Living situation, including family functioning
    e. Educational/vocational
    f. Legal
    g. Trauma
    h. Medical/health
    i. Social Supports
    j. Resources - shelter, food, clothing

3. The child/family's choices including:
    a. treatment and rehabilitative goals that are consistent with the purpose and intent of the Youth ACT program related to individual and/or family functioning or educational, social or recreational pursuits

b. skills and resources needed to achieve goals

The Comprehensive Assessment is updated at least every six (6) months at the Service Plan review; as well as whenever there are significant events or changes in life circumstances. If required assessment information is not obtainable, evidence of efforts to secure the information required for the completion of the Comprehensive Assessment should be documented on the assessment form and in the progress notes. The Comprehensive Assessment is approved and signed by the Team Leader or designated clinical supervisor.

A Child and Adolescent Needs and Strengths (CANS) Assessment: The CANS-NY assessment tool is a multi-purpose tool to support decision making regarding level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The CANS-NY is to be used as a tool for communication with the client and their family to facilitate the linkage between the assessment process and the design of individualized service plans. The CANS-NY helps to provide the assessor, the family, and team members with a common language to use in the development, review, and update of the child's care plan. Designed to give a profile of the current functioning, needs, and strengths of the child and the child's parent(s)/family, the CANS can be used to track progress and demonstrate the need for an increase or reduction of service interventions. The CANS-NY includes a wider range of domains to better identify and address the multi-systems needs of the children served in OMH intensive community-based services. Completion of the CANS-NY is required within 30 days of admission, every six months thereafter and at discharge.

4.6 Service Planning

An individualized, child centered and family focused approach to service planning and implementation should be utilized to address the unique needs, preferences and strengths of the child and family/caregiver. While service planning and implementation is centered around the developmentally appropriate needs of the child, it takes into consideration the family/caregiver's integral role in the care and recovery of the child. It emphasizes shared decision-making approaches to empower the child and family/ caregiver, provide choice, minimize stigma and establish youth and family driven goals. The family participates as full partner to the extent possible and appropriate, in all stages of planning and decision-making including treatment implementation, monitoring and discharge.

A Comprehensive Service Plan is completed within 30 days of admission, with specific objectives and planned services necessary to facilitate achievement of the identified goals and needs. The service plan is strengths-based, culturally relevant, responsive to child/family preferences and choices, and shall include:

- The child's/family treatment goals, objectives (including target dates), preferred treatment approaches, and related services
- The child's/family educational, vocational, social, wellness management, living situation/family functioning or recreational goals; associated concrete and measurable objectives; and related services
- When psychopharmacological treatment is used, the plan must/include identification of target symptoms, medication, doses, and strategies to monitor effectiveness related to identified targeted symptoms/functioning
- A crisis plan developed in collaboration with the child/family to be utilized by the child/family and provider to assist in reducing or managing crisis related symptoms; promoting healthy behaviors; addressing safety measures; and/or preventing or reducing the risk of harm or diffusion of dangerous situations
- Input of all staff involved in treatment of the child/family
- Involvement of the child/family and others of the child's/family choice
- The approval and signature of the physician and the team leader or designated clinical supervisor involved in the treatment an
- Planned use of service dollars, if applicable.

The comprehensive service plan is reviewed and updated at least every 6 months, including:

- Assessment of the progress of the child/family in regard to the mutually agreed upon goals in the service plan
- Changes in child/family status
- Adjustment of goals, time periods for achievement, intervention strategies or initiation of discharge planning, as appropriate.

The child's/family participation in service planning and approval of the service plan are evidenced in the planning process and documented by the child's/family signature. Reasons for non-participation shall also be documented in the case record.

Service contacts and attempted contacts are documented in the progress notes. Such notes shall identify the services provided and specify their relationship to a particular goal or objective documented in the service plan. Progress notes must document progress or lack of progress toward goals, significant events and the child's /family response to the service provided. Gaps in services should be documented. The progress note shall contain the date and location of contact and be signed by the person who provided the service.

Service dollars spent, and their related treatment objectives, are documented in progress notes. ACT service dollar guidance can be found here:
https://omh.ny.gov/omhweb/guidance/service-dollar-guidance.pdf

4.7 Case Records

There shall be a complete case record maintained at one location or electronically for each recipient. The case record shall be confidential, and access shall be governed by the requirements of sections 33.13 of the Mental Hygiene Law.

Each case record shall include:

- identifying information about the child and the child/family's support system
- a note upon admission indicating source of referral, date of admission, rationale for admission, the date service commenced, presenting problem and initial treatment needs
- summary of psychiatric, medical, emotional, and social needs
- reports obtained of any mental and physical diagnostic exams, assessments, tests, and consultations
- record and date of contact with the child, the type of service provided and the duration of contact
- record and date of all contact with collateral provider for coordination of care
- dated progress notes which relate to goals and objectives of treatment
- dated progress notes which relate to significant events and /or untoward incidents
- a comprehensive service plan
- record of service plan reviews
- a safety plan
- Consent forms; and
- a discharge summary, which includes the reasons for discharge and, if appropriate, the provision for alternative services which the child or family may require, should be available on day of discharge.

Records must be retained for a minimum period of six years from the date of the last service provided to a patient or, in the case of a minor, for at least six years after the last date of service or three years after he/she reaches majority whichever time period is longer.

5. Program Operations

Youth ACT is available seven days a week, 24 hours a day by direct phone link and is regularly accessible to children/families during the daytime/evening hours. Since most youth will be engaged with school or employment, service hours are expected to also be provided and staff accessible during afterschool, evening and early night hours. Teams may utilize a split staff assignment schedule to achieve this coverage.

5.1 Eligibility

A child must meet all the following admission criteria:

1. Child must be at least 10 at the time of enrollment and may be served up to the age of 21.

2. A determination of Serious Emotional Disturbance (SED) defined as:
   - A child or adolescent having a designated mental illness diagnosis according to the most current Diagnostic and Statistical Manual of Mental Disorder AND has experienced functional limitations due to emotional disturbance over the past 12 months on a continuous or intermittent basis. The functional limitations must be moderate in at least two of the following areas or severe in at least one of the following areas:
     - Ability to care for self (e.g. personal hygiene; obtaining and eating food; dressing; avoiding injuries); or
     - Family life (e.g. capacity to live in a family or family-like environment; relationships with parents or substitute parents, siblings and other relatives; behavior in family setting); or
     - Social relationships (e.g. establishing and maintaining friendships; interpersonal interactions with peers, neighbors and other adults; social skills; compliance with social norms; play and appropriate use of leisure time); or
     - Self-direction/self-control (e.g. ability to sustain focused attention for long enough to permit completion of age-appropriate tasks; behavioral self-control; appropriate judgment and value systems; decision-making ability); or
       Ability to learn (e.g. school achievement and attendance; receptive and expressive language; relationships with teachers; behavior in school).

3. Have continuous high service needs that are not being met in more traditional service settings demonstrated by two or more of the following conditions:
   - Child and/or family has not adequately engaged or responded to treatment in more traditional settings.
   - High use of acute psychiatric hospitals (two hospitalizations within one year, or one hospitalization of 60 days or more within one year).
   - High use of psychiatric emergency or crisis services.
   - Persistent severe major symptoms (e.g., affective, psychotic, suicidal or significant impulse control issues).
   - Residing or being discharged from in an inpatient bed, residential treatment program, or in a children's community residence, or being deemed eligible for RTF, but clinically assessed to be able to live in a more independent setting if intensive community services are provided. This may also include current or

recent involvement (within the last six months) in another child-serving system such as juvenile justice, child welfare, foster care etc. wherein mental health services were provided.

- Home environment and/or community unable to provide necessary support for developmentally appropriate growth required to adequately address mental health needs.
- Clinically assessed to be at immediate risk of requiring a more restrictive living situation (e.g., children's community residence, psychiatric hospital or RTF) without intensive community services.

3. Child's County of Residence is within program catchment area (county(ies) licensed to serve).

Note - Individuals with a primary diagnosis of a personality disorder(s), or solely a substance abuse disorder without having a co-occurring and significant mental health needs and diagnosis, are not appropriate for Youth Act.

Children with Developmental Disabilities: Children with an IQ of 51 and above may be eligible for Youth ACT. Youth ACT is equipped to serve children whose IQ is 70 and above. For children whose IQ is 51-69, determinations will be made on a case by case basis.

5.2 Admission Process:

Admission to Youth ACT is managed through a local Children's Single Point of Access (C-SPOA). Inpatient psychiatric units, residential treatment facilities, children's community residences, mental health outpatient programs, children and/or families, Medicaid Managed Care plans and other referral sources submit referrals for Youth ACT to C-SPOA in their County.

There are special referral considerations for transition age youth (TAY ages 18-21), as both Youth and Adult ACT teams can serve TAY individuals. For individuals on Assisted Outpatient Treatment (AOT) C-SPOA must make a referral to an adult ACT team as they have the expertise to serve these individuals. However, for those individuals not on AOT C-SPOA should take into consideration individual choice and the developmental and clinical needs of the individual.

The number of admissions per month should not exceed the range of 4-6, particularly for newly licensed teams that are attempting to fill up to full capacity. Consideration should be given to the fact that, during the weeks following admission, children/families will need the most intense services and that significant initial effort will be required to engage the

child/family and complete the assessment process and to begin to address many unmet needs e.g. housing, entitlements, medical care and stabilizing psychiatric symptoms.

An admission decision must be made within seven (7) consecutive days of the receipt of the initial referral, unless indicated by the local municipality to be different due to the needs of that community.

Upon the decision to admit a child/family to the ACT program, a screening and admission note shall be written, to include:

a. The reason(s) for referral
b. Immediate clinical and other service needs for the child/family to attain or maintain stability
c. Admission diagnoses

When an admission is not indicated, notation shall be made of the following:

a. The reason(s) for not admitting
b. The disposition of the case; and
c. Any referrals or recommendations made to the referring agency, as appropriate

The child/family decision not to take medication or a history of refusal or disengagement from services is not a sufficient reason for denying admission to a Youth ACT program.

5.3 Discharge Process

Youth ACT services are youth focused and family driven with no prescribed enrollment or length of stay.

Children/Families that meet any of the following criteria may be discharged:

- the child and family no longer want to receive services through Youth ACT
- all parties involved concur that the child has met the goals of his/her Individualized Service Plan and no longer requires Youth ACT services
- the child no longer meets the definition of SED or has complex mental health needs requiring ACT level of care
- Individuals who are hospitalized or locally incarcerated for three months or longer. However, an appropriate provision must be made for these individuals to return to the Youth ACT program upon their release from the hospital or jail
- The child has been admitted to another program (Community Residence, RTF)
- The child turns 21
- The child is deceased

- The child/family moves out of the geographic area served by the Youth ACT team in which they are enrolled. The Youth ACT team is responsible for transfer of mental health service to an appropriate provider and must maintain contact with the child/family until the provider and the child/family are engaged in this new service arrangement.

For all children/families discharged from Youth ACT to another service provider within the team's primary service area or county, during the three-month transfer period, if the child/family do not adjust well to their new program; they may, in collaboration with the team, decide to voluntarily return to the Youth ACT program. Notification must be made to the local single point of access process coordinator for persons being discharged to other programs managed through the C-SPOA process.

The agency shall develop and maintain a procedure regarding discharge and transmits discharge summaries with appropriate content to receiving program.

6. Required Organizational Processes

The following sections detail the organizational processes required for Youth ACT program.

6.1 Program Site Requirement

While services under Youth ACT are provided in the home and community, programs are required to ensure office locations are compliant with the following site requirements:

- Persons (children/families, staff, and visitors) shall be safe from undue harm while they are at the program site.
- Persons (children/families, staff, and visitors) with various disabilities shall have access to appropriate program areas. Programs shall adjust service environments, as needed, for recipients who are blind, deaf, or otherwise impaired.
- Programs shall have sufficient furnishings, adequate program space and appropriate program-related equipment for the population served.
- Medications and case records shall be stored according to applicable laws to ensure only authorized access.

6.2 Responsibilities for Hospitalized ACT Enrollees

Youth ACT Teams are closely involved in hospital admissions and hospital discharges in order to ensure continuity and coordination of services, and to be a support and advocate for recipients.

When a child is hospitalized, the Youth ACT team should take the following steps to coordinate with the clinical staff at the hospital:

a. Contact the child's responsible physician/treatment team to familiarize them with Youth ACT assessment findings and the child's individualized service plan, including medication regimen.
b. Provide both the child and the family with support during the hospitalization, facilitating and assisting with all therapeutic interventions including family visits with the child
c. Advocate with collaterals in the community to maintain current services and social supports
d. Work with the discharge staff and child/family to formulate the child's discharge plan.

The Youth ACT team may receive reimbursement for services to recipients admitted for treatment to an inpatient facility, pursuant to the requirements of Part 508 Medicaid Assistance Rates of Payment for Youth ACT Services.

6.3 Quality Improvement and Leadership

Strong team leadership is critical to improving organizational performance. Clinical leadership on the Youth ACT team is provided through the direction of the physician and the team leader. Administration and team leadership is the responsibility of the team leader. Leadership will include a daily review of each child/family's progress in treatment, and barriers to achieving their goals. Leadership will also include provision and oversight of adequate and appropriate supervision.

6.4 Internal Utilization Review

The Agency shall maintain a systematic utilization review process which is conducted by individuals who are appropriately credentialed and do not provide direct care to the Youth ACT recipients he/she reviews.

The Agency will develop a process to systematically monitor, analyze and improve the performance of the Youth ACT team in assisting children/families to achieve their goals. This will include the development of a quality improvement plan consistent with the mission and values of the Youth ACT program.

7. Referrals & Discharges: Allowable Reimbursements & Exclusions

Youth ACT staff provide most of the services required by Youth ACT recipients. Therefore, Youth ACT providers are prohibited from billing the Mental Health Medicaid Program for any

costs over and above the Youth ACT case payment and other providers are excluded from billing for certain services for individuals enrolled in Youth ACT. The non-billable services for Youth ACT recipients are: licensed day treatment program for children, Residential Treatment Facilities (RTF), Children's Community Residence (CCR), and licensed outpatient clinic. Home and Community Based Services (HCBS) and Children and Family Treatment Supports and Services (CFTSS) and non-billable unless during the transition period in which Youth ACT can be billed using the partial rate (see Section 7.2).

Youth ACT programs are permitted to bill Medicaid for any month in which a recipient is receiving only pre-admission from a clinic. It is not expected that Youth ACT programs will provide substance abuse treatment. There may be instances in which Youth ACT recipients require substance abuse services (e.g. detoxification, rehab or outpatient). Therefore, ACT recipients can receive services rendered by substance abuse providers and ACT teams simultaneously and, as appropriate, these providers can bill Medicaid for such services.

Individuals on Assisted Outpatient Treatment (AOT) must be served by adult ACT team as they have the expertise to serve these individuals. Therefore, if an individual is enrolled in Youth ACT and is placed on an AOT order that individual must be transitioned to an adult ACT team.

7.1 Referrals for Children transitioning from a Higher Level of Care

Upon receipt of a referral, from C-SPOA, for a youth in an inpatient setting, including Residential Treatment Facilities, the Youth ACT team should begin engagement activities with the referral source and the child/family. Ideally, engagement should begin 30 days prior to discharge to ensure Youth ACT enrollment and service delivery as soon as the child returns to his/her home community.

7.2 Transition from Youth ACT to Child Family Treatment Supports and Services (CFTSS) and/or Home and Community Based Services (HCBS):

A child/family that has been determined ready for transition from Youth ACT to a lower level of care may be both an active Youth ACT client and enrolled in CFTSS and/or HCBS 30 days prior to discharge from Youth ACT. The Youth ACT team should make referrals and linkages to CFTSS and/or HCBS based on family choice of service(s) and provider(s).

Reimbursement for services provided to clients who are receiving both ACT and CFTSS or HCBS will be limited to the ACT partial payment rate.

8. Reporting and Compliance Requirements

8.1 Background Checks

OMH Licensed providers must adhere to the criminal background check requirements under the Justice Center in accordance with MHL Section 31.35 and 14 NYCRR 550 (see OMH Justice Center website for more information: Justice Center Background Information (ny.gov) and clearance requirements under NYS Social Services Law Section 424 regarding the child abuse and neglect registry.

8.2 Incident Reporting

Incidents are reported into the NYS Incident Management Reporting System (NIMRS) immediately upon discovery of the incident. NIMRS is a web-based application that is available on the browser 24 hours a day, 7 days a week.

Guidance on incident reporting can be found here:
https://omh.ny.gov/omhweb/dqm/bqi/nimrs/regulations/inciden_management_field_guide.pdf

8.3 Mandated Reporting

All Youth ACT programs shall comply with the provisions governing the reporting of suspected child abuse or maltreatment, as set forth in sections 413-416 and 418 of the Social Services Law.

8.4 Required Data Collection - CAIRS (Child and Adult Integrated Reporting System)

NYSOMH developed the CAIRS system to collect, analyze, trend, and report recipient data and outcomes. NYSOMH requires that Youth ACT teams complete the Baseline Assessment Form (BASF) and the Follow-up Assessment Form (FUAF)and Discharge on the CAIRS system at prescribed time intervals. The CANS-NY must also be entered into CAIRS on the same time intervals. The agency is responsible to develop and maintain a procedure that ensures the timely entry of this information by the Youth ACT team.

Youth ACT teams may be required to report additional data as required by NYSOMH.

8.5 Consolidated Fiscal Reporting

Agencies with Youth ACT must complete an annual Consolidated Fiscal Report (CFR) as a licensed program under the Office of Mental Health. More information can be found here Service Dollar Guidance

9. MCO Utilization Management

MMCO members should be referred for ACT services as follows:

A referral is made to C-SPOA who, in collaboration with the referral source to ensure all relevant information is communicated, contacts the MMCO to request a Youth ACT Level of Service Determination (LOSD). C-SPOA, along with the referral source, and MMCO utilization manager review whether the member meets Youth ACT level of care admission criteria. Simultaneously, C-SPOA assesses for capacity/availability of Youth ACT slot. The MMCO notifies C-SPOA that a LOSD for Youth ACT admission has been made. The MMCO must make the Level of Service Determination within 24 hours. Once LOS is determined, and if approved, C-SPOA will process a referral to Youth ACT.

If the member is assigned to a waiting list, the C-SPOA will communicate with the referring provider, MMCO and other providers as needed to ensure adequate supportive services while waiting for Youth ACT services.

The C-SPOA will attempt to assign members to an in-network Youth ACT. If the Youth ACT slot is with an out-of-network provider, the SPOA will assign to the available Youth ACT team and the MMCO reimburse out-of-network ACT services with or without an executed out-of-network agreement.

The accepting Youth ACT team will contact the MMCO within seven (7) days prior to the date of admission to obtain the prior authorization and determine a timeframe for concurrent review.

It is the responsibility of the Youth ACT team to notify the C-SPOA and the MMCO when the individual is discharged from a Youth ACT program.

Utilization Management for ACT – Authorization and Concurrent

Pursuant to Section 10.21(a) of the Medicaid Managed Care Model Contract, MMCPs must adhere to utilization management and level of care guidelines for making initial and ongoing mental health level of care decisions and with utilization management criteria approved by the Office of Mental Health. In addition, MMCPs must utilize evidence-based, peer reviewed, and age-appropriate medical necessity criteria that has been reviewed and approved by the Office of Mental Health, in consultation with the Department of Health, as required by NYS Public Health Law §4902. When developing medical necessity criteria MMCPs must ensure alignment with service criteria outlined herein and utilization management guidance in the Guiding Principles for the Review and Approval of Clinical Review Criteria for Mental Health Services

1. **Streamlining communication between MMCOs and ACT Teams for authorization requests.** To ensure delivery of appropriate care that meets the members' needs, the following is recommended:

   a) MMCOs must identify and track members who are in ACT. MMCOs are expected to use Psychiatric Services and Clinical Knowledge Enhancement System (PSYCKES) or other internal data systems (such as claims, UM/UR) at least monthly to update their internal records to ensure MMCO staff are aware of members in ACT (refer to OMH guidance "Using PSYCKES to identify members with Assisted Outpatient Treatment (AOT) orders and/or who receive Assertive Community Treatment (ACT) services",12/9/2016).

   b) MMCO UM staff who conduct prior authorization and concurrent reviews should have focused training in ACT principles. When possible, MMCOs should consider identifying specific UM primary staff, and a secondary staff, who will conduct all ACT prior authorization and concurrent reviews.

   c) ACT Teams should also have a primary point of contact, and a secondary contact, who is a clinician familiar with MMCO requirements, timelines and procedures around authorization requests. Scheduling reviews ahead of time is strongly recommended to ensure points of contacts from MMCO and ACT are available and prepared for the review. Scheduling reviews ahead of time is strongly recommended to ensure points of contact from MMCO and ACT are available and prepared for the review.

   d) MMCOs should develop and distribute to ACT Teams a list of required documentation that is routinely required for prior authorization/concurrent review. Additional clinical information may be required by the MMCOs on a case by case basis.

e) ACT Teams should send required documentation as referenced above (e) or if requested, assessments, service plans and POCs to the MMCOs prior to scheduled meetings so they can review them.

2. **Timeframes to Begin Concurrent Review Process** are listed in the Medicaid Managed Care Model Contract (Appendix F). The parameters for Service Authorization Determinations listed in the Medicaid Managed Care Model Contract are made to maintain continuity of care for individuals, and continuity of payment for service providers.

   It is recommended that ACT providers and MMCOs put processes in place to identify members with expiring authorizations and begin the concurrent authorization request process no later than 14 days before the end of the current authorization period, to avoid lapses in payment and unnecessary expedited reviews.

3. **Concurrent Review** - OMH requires the following schedule of assessments and care planning for ACT recipients under the NYS Medicaid fee-for-service program:
   - Immediate needs assessment is completed within 7 days of receipt of referral;
   - Initial Comprehensive Assessment and Comprehensive Service Plan is completed within 30 days of admission;
   - The Comprehensive Assessment is updated, and the Comprehensive Service Plan is reviewed at least every 6 months.

   Aligning concurrent review with assessment and service plan dates (6-months) will allow MMCOs to have the most up-to-date documentation. However, this should not prevent MMCOs and ACT teams from communicating at any time to ensure provision of person-centered care. ACT documentation utilized for UM procedures may include any current documentation such as the Comprehensive Assessment, progress notes or the Comprehensive Service Plan.

4. **Submitting Authorization Requests** - It is recommended that ACT providers and MMCOs put processes in place for ACT Teams faxing documentation, such as an ACT team calling or emailing the MMCO contact to verify that the MMCO received the fax and/or to let the MMCO know that the fax was sent.

5. **Unit of Service - Behavioral Health Billing Manual (pg7):** ACT services are billed **once per month** using one rate code for the month's services. There are three (3) types of monthly payments which are dependent on the number and type of contacts with the recipient or collaterals: full, partial, or inpatient. Claims are submitted using the last day of the month in which the services were rendered as the date of service.

ACT must therefore be reimbursed on a monthly basis using the full, partial or inpatient State rate. These rates include required contacts, as outlined in regulation. MCOs may not authorize "partial months" of ACT, or units of service defined by number of contacts within the month. ACT may only be authorized in months as each month is considered 1 unit of ACT service (1 unit = 1 month of ACT service). If the MMCO and a provider want to negotiate an alternative reimbursable approach, they will need to come to the State for approval.

Appendices

A. Youth ACT Program Guidelines Waiver for Psychiatric Coverage

The Office of Mental Health recognizes the importance of the psychiatrist's role on a Youth Assertive Community Treatment (ACT) team. The psychiatrist, in conjunction with the team leader, exercises overall clinical responsibility for monitoring treatment and staff delivery of clinical services. The psychiatrist provides psychiatric and medical assessment and treatment; clinical supervision, education, and training of the team; and supervision of medication administration

OMH is aware of the difficulties Youth ACT programs may have experienced in recruiting and retaining psychiatrists and recognizes the increasing need for flexibility when a psychiatrist is not available. Therefore, OMH will accept a Youth ACT Program Guidelines Waiver Request for a time-limited approval to allow ACT teams to utilize a licensed PNP for the team in either of the following ways:

a. Split time between a psychiatrist and a PNP when combined equal the total scheduled psychiatric coverage - at a minimum of .50 FTE for the 36 slot model or .67 for the 48 slot model

OR

b. A PNP scheduled .50 for the 36 slot model or .67 for the 48 slot model for psychiatric coverage, who will receive supervision from a psychiatrist, through a supervisory agreement/contract if applicable.

ACT Program Guidelines Waiver Request Procedure

To receive a waiver, Youth ACT teams will need to submit a Youth ACT Program Guidelines Waiver for Psychiatric Coverage Request Form to the local OMH Field Office. Requests will be reviewed by the Field Office, Central Office, and OMH Chief Medical Officer(s), and will also be shared with the Local Government Unit (LGU).

ACT Program Guideline Waiver Requirements

The following ACT Program Guideline Waiver Requirements must be met at time of waiver request and must continue to be met during the waiver period:

1. The PNP must be currently licensed as Psychiatric Nurse Practitioner by the NYS Education Department.
2. The PNP must be supervised by a psychiatrist on the team, from within the agency, or external psychiatric supervision may be permitted in situations where a psychiatrist is not available from within the agency. A supervisory agreement with the psychiatrist must be completed and submitted with the request (only needed for option b. above).

The supervising psychiatrist should have a clear understanding of the NYS ACT Program model, and associated guidelines and regulations. Supervision will include PNP consultations, pharmaceutical consult, and caseload supervision. The supervising psychiatrist must provide no fewer than four (4) hours of supervision per month.

   a. Examples of internal psychiatric supervision: ACT team psychiatrist, agency medical director, psychiatrist at another program within the agency.
   b. Examples of external psychiatric supervision: OMH licensed programs in community, private psychiatrist, contract for remote supervision with a psychiatrist licensed and based in NYS.

3. The PNP in conjunction with the team leader, will have overall clinical responsibility for monitoring recipient treatment and staff delivery of clinical services. The PNP provides psychiatric and medical assessment and treatment/ clinical supervision, education and training of the team; and supervision of medication administration.
4. PNP shall attend the daily meeting on scheduled workdays at a minimum of three (3) days/week.
5. Consistent with ACT program guidelines, the PNP will have scheduling flexibility and, when needed, can see children/youth on a weekly basis. The PNP must provide community-based services as per the following:
   a. The PNP must complete an initial assessment visit in the community
   b. If the recipient will not meet the PNP at the Youth ACT office, the PNP must provide services in the community at least monthly, or as clinically indicated for that individual.
6. PNP must complete all required trainings as identified by OMH

B. Training, Staff Development and Core Competencies

At hire, all clinical staff on an ACT team must have experience in providing direct services related to the treatment with families and children with serious emotional disturbance. Staff should be selected consistent with the Youth ACT guiding principles (See Section 2) and experience in delivering the Youth ACT services (See Section 3). Clinical staff should have demonstrated competencies in screening and assessment, clinical approaches/treatment (that may include evidence-based practices), family therapy/family system approaches, and clinical documentation.

All staff will demonstrate basic core competencies in designated areas of practice, including the Assertive Community Treatment core processes, system of care/multi-system work, family psychoeducation and motivational interviewing.

The agency ensures that the Youth ACT staff receives appropriate and ongoing professional training. Youth ACT teams will be required to complete all trainings as directed by OMH.

The Youth ACT team must also complete CANS-NY training and be CANS-NY certified.

Safety Plan for Youth ACT team

The Youth ACT team provides services in the community where children/families live, attend school, work, socialize, and recreate. Safety of the staff in the community is an important feature of the Youth ACT model. The agency must develop a comprehensive safety plan specific to the Youth ACT team and ensure that all staff are trained in community safety and routinely follow the safety plan.

Core competencies

Screening and Assessment:

- Screening for social determinants of health; understanding of ACES; knowledge of and linkage with the larger community and service system through which to address needs
- Screening for mental health- depression, anxiety, ADHD
- Trauma screens (e.g. UCLA PTSD Reaction Index scale; ACES) or other diagnostic tools where appropriate
- Risk screening and assessment (e.g. Columbia Suicide Severity Rating Scale)
- Substance use screening and assessment (e.g. Screening, Brief Intervention, and Referral to Treatment - SBIRT)
- Adaptive behavioral assessment (e.g. Vineland Adaptive Behavior Scales)
- Vocational assessments

Clinical approaches/treatment models that may include evidence based and promising practices such as:

- Motivational Interviewing for ongoing engagement of youth and families with complex needs
- System of care; multi-systems approaches to involve the active ccoordination of care of the child/youth and family with multidisciplinary providers, agencies, community resources and supports
- Family therapy/family systems approaches consistent with the range of developmental stages of the children/youth to be served
- Behavioral interventions for severe behavior disorders, co-occurring learning disorders or limited cognitive functioning
- CBT, DBT core competencies to treat prevalent severe symptomatology of anxiety, depression, dangerous and self-harming behaviors, hyperactivity, impulsivity/dysregulation, trauma

- Integrated treatment for co-occurring SUD; stage-wise treatment approaches (e.g. Stages of Change) using MI practice technique
- Family Psychoeducation model for families to gain greater knowledge of mental illnesses and emotional or behavioral disorders in order to reduce stress, confusion, and isolation
- Evidence-based parenting programs (e.g. Parent Management Training; Strengthening Families) for children with moderate to severe behavioral difficulties
- Family Peer support with lived experience in caring for child with mental, emotional or behavioral impairments
- Youth Peer support with lived experience with mental, emotional or behavioral impairments

C. Definitions

Children's Single Point of Access(C-SPOA) - Lead contact in county for Children's Mental Health Services. Manages referrals, vacancies and waitlists for high end services and community programs.

Child Family Treatment and Support Services (CFTSS) means an array of six treatment, rehabilitative and support services to assist children and youth with mental health and/or behavioral challenges to function successfully within their homes and community, primarily provided in nontraditional settings including in the home or community settings.

Collateral - A contact that shall occur with the recipient's family, and others significant in their life, that provide a direct benefit to the recipient and is conducted in accordance with, and for the purpose of, advancing the recipient's Service Plan; and for coordination of services with other educational, community service providers and medical providers.

Contact means a face-to-face interaction of at least 15 minutes duration where at least one ACT service is provided between an ACT team staff member and a client or collateral.

Family means those members of the recipient's natural family, family of choice, or household who interact with the recipient and are directly affected by, or have the capability of affecting, the recipient's condition.

Home and Community Based Services (HCBS) means services provided to individuals in the least restrictive environment possible by providing services and support to children and their families at home and in the community. HCBS are designed for people who, but for these services, would require an institutional level of care such as a long-term care facility or psychiatric inpatient care.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

September 19, 2023

FN 20 23 - 318

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

Re: Agreement with the City of Utica (contract 168176)

WAYS & MEANS

Dear Mr. Picente:

I enclose a Purchase of Services Agreement between the Oneida County Department of Family and Community Services and City of Utica for review and approval by the Board of Legislators.

The Department and Contractor will use a Multisystem Inspection Program to address housing issues which negatively impact the health and safety of the adults, children, or families the Department is responsible to protect by engaging families and educating participants of the Program.

The Contractor will also provide regular habitability inspections of facilities used by the Department for temporary housing: hotels, motels and uncertified shelter facilities within the City of Utica, as required by law.

The term of the Agreement is January 1, 2022 through December 31, 2023. The total program cost of is $282,000 per calendar year with a maximum agreement cost of $564,000. The local share is $231,183.60 (40.99% of the program cost).

I respectfully request that this matter be forwarded to the Board of Legislators. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Commissioner

CFB/mk
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 9-19-23

48101

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: City of Utica (CODES)
City Hall, 1 Kennedy Plaza
Utica, NY 13502

Title of Activity or Services: Multisystem Inspection Program.

Proposed Dates of Operations: January 1, 2022 through December 31, 2023

Client Population/Number to be Served: All applicants for and recipients of services provide by the Department of Family and Community Services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Department and the Contractor will promote health and safety during Child Protective investigations and the provision of Child or Adult Welfare Services in the City of Utica with a multisystems approach to address housing issues that negatively impacting the health and safety of adults, children, or families. The Contractor will also provide habitability inspections of hotel/motel facilities and uncertified shelter facilities used by the Department for temporary housing.

2). Program/Service Objectives and Outcomes:

Participants in the Program will learn about the specific hazards in their homes and learn about the impacts of certain housing conditions.

Habitability Inspections of hotel and motels inspections used by the Department for temporary housing for homeless individuals as required by NYCRR §352.3(g).

Habitability Inspections of uncertified shelters used by the Department for temporary housing for homeless individuals as required by NYCRR §900.14.

3). Program Design and Staffing Level -

Total Funding Requested: $ 282,000 per calendar year; maximum $ 564,000 for the duration of

the agreement

- **Mandated or Non-Mandated** – The Department is mandated to provide inspection of the habitability standards for temporary housing accommodations located at Hotel/Motel facilities and Uncertified Shelter facilities.

Oneida County Dept. Funding Recommendation: Account #: A6012.49541

Proposed Funding Source (Federal $ /State $ / County $):

Federal	47.73 %	- $ 269,197.20
State	11.28 %	- $ 63,619.20
County	40.99 %	- $ 231,183.60

Cost Per Client Served:

Past performance Served: The cost for this service is $282,000 per year.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement"), made and entered into, between Oneida County, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, through its Department of Family and Community Services (hereinafter called the "Department;" the Department and Oneida County shall collectively be called the "County"), and the City of Utica, a municipal corporation organized and existing under the laws of the State of New York with principal offices at City Hall, 1 Kennedy Plaza, Utica, New York 13502 (hereinafter called the "Contractor"). All parties to the Agreement shall collectively be known as the "Parties."

WHEREAS, the Department has the need to promote health and safety during Child Protective investigations and Child or Adult Welfare Services and would like to use a multi-systems approach (hereinafter the Program") to address housing issues which negatively impact the health and safety of adults, children, or families; and

WHEREAS the Department desires to establish a system to provide habitability inspections of hotels, motels, and uncertified shelter facilities used by the Department for temporary housing; and

WHEREAS, the Department has a need to provide information to the people it serves and to its employees about how to maintain a healthy and safe living environment to support well-being; and

WHEREAS, the Contractor is able to provide habitability inspections for temporary housing accommodations located at hotels, motels, and uncertified shelter facilities as required by NYCRR §352.3(g) and NYCRR §900.14; and

WHEREAS, the Contractor is able to provide the information and expertise on housing conditions both to families and individuals and to the Department's Children and Adult Services staff;

NOW, THEREFORE, the Parties agree as follows:

I. TERM OF AGREEMENT

A. This Agreement shall commence January 1, 2022 and terminate on December 31, 2023.

B. The option to renew this Agreement is at the sole discretion of the Department and it shall provide notice to the Contractor prior to the end of the term of this Agreement.

II. SCOPE OF SERVICES

A. Multisystems Inspection Program

1. Outline of the Program

a. Upon receiving a referral or encountering housing issues in a residence that negatively impact the health and safety of adults, children, or families, the Department will invite the residents to be part of this Program in which an Outreach officer will accompany the Department employee to the residence, perform an inspection and educate the inhabitants about the dangers and other negative issues noted.

b. The Contractor shall train employees of the Department to enhance their ability to identify dangerous, hazardous, or detrimental housing or environmental conditions.

2. Responsibilities of the Department

a. Obtain information release forms to clients prior to their participation in the Program.

b. Provide reports, documents, and other information that will enable the Contractor to perform its duties under this Agreement.

c. Provide 24-48 hours' notice when a referral is submitted.

3. Responsibilities of the Contractor

a. Use City of Utica Codes Department inspectors as Outreach officers (hereinafter the "Officers") to shall provide education and pertinent material to participants of this Program.

b. Outreach duties of the Officers

i. With DFCS staff, engage residents of homes with negative or housing conditions.

ii. Provide education and information regarding habitability standards that could impact health and safety and provide potential solutions and guidance.

iii. Participate in joint visits in an outreach capacity as requested by the Department.

iv. Provide data and reports to the Department regarding numbers of participants who chose to engage with assistance

v. Attend all meetings with the Department necessary to allow the Department to ensure the satisfactory performance of the duties set forth in this Agreement.

vi. Develop a curriculum and provide training to Department staff to enhance their ability to identify dangerous, hazardous, or detrimental housing or environmental conditions.

vii. Attend all training required by federal, state, or local law, rule or regulation necessary to the performance of the duties set forth in this Agreement.

B. Habitability Inspections of Hotels and Motels

1. Habitability inspection: using City of Utica Codes Department inspectors (hereinafter called the "Inspectors"), the Contractor shall perform six (6) month habitability inspections of hotel and motel facilities within the City of Utica that the Department uses for temporary housing for homeless individuals as required by NYCRR §352.3(g).

2. Other duties of the Contractor

a. Distribute information to hotel and motel facilities specifying the habitability standards for temporary housing as defined by NYCRR §352.3(g).

b. Complete habitability standards inspection reports provided by the Department Liaison for temporary housing accommodations for all hotel and motel facilities the Department uses as temporary housing accommodations.

c. Inspectors shall forward completed inspection reports to the Department Liaison so that the Department may document habitability inspections.

d. Provide data and reports to the Department when there is a temporary housing violation which is dangerous, hazardous, or detrimental to life or health.

e. Attend meetings with the Department as reasonably necessary to allow the Department to ensure the satisfactory performance of the duties set forth in this Agreement.

f. Attend all trainings required by federal, state, or local law, rule, or regulations necessary to the performance of the duties set forth in this Agreement.

C. Habitability Inspections of Uncertified Shelters

1. Responsibilities of the Contractor

a. Use the Inspectors to perform annual habitability inspections of uncertified shelters in the City of Utica which the Department uses for temporary housing as required by NYCRR §900.14.

b. Inspection duties of the Inspectors

i. Distribute information to the uncertified shelter facilities specifying the habitability standards for temporary housing as defined by NYCRR §900.14.

ii. Complete habitability standards inspection reports and corrective action reports provided by the Department Liaison for temporary housing accommodations for all uncertified shelter facilities that the Department uses to provide temporary housing accommodations.

iii. The Inspectors shall forward completed inspection reports and corrective action reports to the Department Liaison so that the Department may document habitability inspections.

iv. Provide data and reports to the Department when there is a violation of law which is dangerous, hazards or detrimental to life or health.

v. Attend meetings with the Department as reasonably necessary to allow the Department to ensure the satisfactory performance of the duties set forth in this Agreement.

vi. Attend all training required by federal, state, or local law, rule, or regulations necessary to the performance of the duties set forth in this Agreement.

D. Oneida County Department of Family and Community Services Liaison

1. All hotel/motel inspection reports and related correspondence and all uncertified shelter inspection reports and related correspondence shall be mailed to:

Lynett Sullivan
Oneida County Department of Family and Community Services
Homeless Unit, 1st Floor
800 Park Avenue
Utica, New York 13501

2. The Department Liaison is responsible for notifying the Contractor, in writing, of the hotel/motel facilities which require inspections every six (6) months. All forms to be completed pertaining to the required inspections in accordance with NYCRR §352.3(g) shall be obtained from and returned to the Department Liaison.

3. The Department Liaison is responsible for notifying the Contractor, in writing, which uncertified shelter facilities require annual inspection. All forms to be completed pertaining to the required inspections in accordance with NYCRR §900.14 will be obtained

from and returned to the Department Liaison.

III. REIMBURSEMENT

A. The County shall reimburse Contractor $282,000 per calendar year for the duration of this Agreement.

B. Total compensation under this Agreement shall not exceed $564,000.

C. The Contractor shall make requests for reimbursement by submitting an Oneida County voucher which contains the contract number, contract name, expenditure data, and any other required data.

IV. EXPENSES

The Contractor is solely responsible for paying all its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

V. PERFORMANCE OF SERVICES

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

B. The Contractor may, at 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 Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, and in compliance with all applicable federal, state, or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

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

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

VI. INDEPENDENT CONTRACTOR STATUS

A. The Parties agree that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its 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 shall conduct themselves in accordance with such status, that its assistants will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that its assistants 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 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 public as a regular course of business. The Parties agree that the Contractor is free to undertake other work arrangements during the term of this Agreement and may continue to make its services available to the public.

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

E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to 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 prior to 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. The Parties agree that 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, both the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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

VII. TRAINING

The Contractor shall not be required to attend or undergo any training by the Department, other than those trainings mandated by federal, state, or local law or regulations necessary to perform the services described herein. Except for those trainings mandated by federal, state, or local law or regulations necessary to perform the services described herein, the Contractor 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.

VIII. INSURANCE AND INDEMNIFICATION

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 $3,000,000 annual aggregate.

    a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

    b. Oneida County, and any other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to the additional insureds.

2. Workers' Compensation and Employer's Liability: Statutory limits apply

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. Oneida County shall be included as additional insureds on the BAL policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

    c. Commercial Umbrella

i. Umbrella limits must be at least $1,000,000.

ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

iii. 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. The Contractor shall defend, indemnify, and hold Oneida County and its officers and employees harmless and free and clear of all liability arising from any act of omission or commission by the Contractor, its officers, or employees with respect to this Agreement and any of the terms thereof.

IX. RECORD RETENTION

All records concerning the agreement or contract must be available for a period of at least six (6) years from the end date of the agreement or contract and must be made available for audit by NYSDFA, NYS Audit and Control, and DHHS.

X. TERMINATION

A. Either party may, upon (30) days written notice to the other party, terminate this Agreement.

B. The Department may terminate this Agreement if for cause or if needed state or federal reimbursement is terminated or not allowed.

XI. MISCELLANEOUS PROVISIONS

A. The Contractor shall not assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the Department.

B. The City of Utica Commissioner of Codes Enforcement and the Oneida County Commissioner of Social Services are hereby designated and authorized as the agent of each respective municipality for the purpose of administrating this Agreement.

C. Should any written notice be required by either party for the purpose of this Agreement such notice shall be sent to the following individuals at the addresses set forth below:

Contractor: Mayor of the City of Utica
1 Kennedy Plaza
Utica, New York 13502

Department: Commissioner of Oneida County Social Services
Department of Family and Community Services
800 Park Avenue
Utica, New York 13501

D. Any written notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated above or such address as may hereafter be specified by notice in writing.

E. The Parties agree that all information exchanged is confidential and shall be used only for the purposes of this Agreement.

XII. 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.

XIII. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addenda, or appendices attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration, or modification of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

Signatures appear on the next page.

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

Date: _____

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

Approved: _____
Kimberly A. Kolch, Assistant County Attorney

Date: 9/19/2023

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

Date: 09/18/2023

City of Utica: _____
Robert M. Palmieri, Mayor

Certify To: Budget, Comptroller

Resolution: 5

City of Utica
Department of Legislation
In Common Council

Sponsored by: Councilmembers Meola, Williamson

June 7, 2023

RESOLUTION APPROVING INTERMUNICIPAL AGREEMENT WITH THE COUNTY FOR HABITABILITY INSPECTIONS

WHEREAS, the County of Oneida has the need to promote health and safety during Child Protective Investigations and Child or Adult Welfare Services and would like to use a multi-systems approach to address housing issues that negatively impact the health and safety of adults, children or families; and

WHEREAS, the County desires to establish a system to provide habitability inspections of hotels, motels and uncertified shelter facilities used by the County for temporary housing; and

WHEREAS, the County has a need to provide information to the people it serves and to its employees about how to maintain a healthy and safe living environments to support well-being; and

WHEREAS, the City is able to provide habitability inspections for temporary housing accommodations located at hotels, motels and uncertified shelter facilities as required by NYCRR § 352.3(g) and NYCRR § 900.14; now

RESOLVED the Common Council of the City of Utica hereby authorizes and approves acceptance of the proposed Intermunicipal Agreement in substantially in the same form as attached hereto for the term of January 1, 2022 to December 31, 2023.

FURTHER RESOLVED that the Mayor is authorized to execute this Agreement and any other documents necessary to effectuate the intents of this resolution.

Yeas: Aiello, Burmaster, Friend, Meola, Ervin, Betrus, Williamson, Colosimo-Testa, DiBrango – 9

Nays: 0

Adopted.

STATE OF NEW YORK, CITY OF UTICA)
City Clerk's Office) ss.
)

I hereby certify that I have compared the foregoing copy of a Resolution of the Common Council with the record of proceedings of the Common Council of said City of Utica, duly made and on file in this office, and that same is a correct transcript therefrom and of the whole of said Resolution.

In TESTIMONY WHEREOF, I hereunto affix the Corporate Seal of said City, and subscribe my name, this 8th day of June, 2023

Melissa R. Sciortino, *City Clerk*

APPENDIX A
NEW YORK STATE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

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

PERSONNEL

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

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

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

NOTICES

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

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

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

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

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

OFFICE SERVICES

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organizations that engage in explicitly religious act1v1t1es (including act1v1t1es that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such federal financial assistance

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

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

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

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

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

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

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

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

PUBLICATIONS AND COPYRIGHTS

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

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

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

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

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

PATENTS AND INVENTIONS

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

TERMINATION

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

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

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

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

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

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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

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

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

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

_____

NAME OF CONTRACTED AGENCY

_____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE **DATE**

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

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

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

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

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

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

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

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

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

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

1. The Contractor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

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

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

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (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, exceptthat:

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

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

c. The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

10. RECORDS.

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

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

August 16, 2023

FN 20 23-319

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the 2023 – 2024 Annual Implementation Plan, which is part of the Four Year Plan for Oneida County Office for the Aging and Continuing Care, for your review and approval. If this Plan meets with your approval, please forward to the Board of Legislators for further consideration.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging and Continuing Care funding application to the New York State Office for the Aging.

The total amount of this contract is $6,718,226.31, with $2,683,165.31 (Federal); $3,074,859.00 (State); $774,952.00 (County) and $185,250.00 (Other).

I am available at your convenience should you have any questions regarding this Agreement.

Sincerely,

Michael J. Romano
Deputy Commissioner

RECEIVED
AUG 25 2023

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

Anthony J. Picente, Jr.
County Executive

Date 8-24-23

MJR/clh

Enclosure

Oneida Co. Department: Office for Aging

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: New York State Office for the Aging (NYSOFA)

Title of Activity or Service: Annual Implementation Plan (AIP)/ Four Year Plan Annual Update

Proposed Dates of Operation: April 1, 2023 through March 31, 2024

Client Population/Number to be Served: 12,000

Summary Statements:

1) **Narrative Description of Proposed Services**
Oneida County Office for the Aging and Continuing Care funding application to the New York State Office of the Aging (NYSOFA)

2) **Program/Service Objectives and Outcomes:**
This document, including applications and attachments, fulfills the "Area Plan" requirement under the Older Americans Act, as amended, and the "County Plan" requirement under Section 214 of the New York State Elder Law

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

Total Funding Requested: $ 6,718,226.31 **Account #:** N/A

Oneida County Dept. Funding Recommendation: $ 6,718,226.31

Proposed Funding Sources (Federal $/ State $/County $):
Federal: $2,683,165.31 State: $3,074,859.00 County: $774,952.00 Other: $185,250.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This represents an update to the four-year planning document.

FOUR YEAR PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Four Year Plan and the Annual Applications for Funding (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	January 1, 2023 to December 31, 2024	☒Yes ☐No
Title III-C	January 1, 2023 to December 31, 2024	☒Yes ☐No
Title III-D	January 1, 2023 to December 31, 2024	☒Yes ☐No
Title III-E	January 1, 2023 to December 31, 2024	☒Yes ☐No
EISEP	April 1, 2023 to March 31, 2024	☒Yes ☐No
CSE	April 1, 2023 to March 31, 2024	☒Yes ☐No
CSI	April 1, 2023 to March 31, 2024	☒Yes ☐No
WIN	April 1, 2023 to March 31, 2024	☒Yes ☐No
Unmet Need	April 1, 2023 to March 31, 2024	☒Yes ☐No
Transportation	April 1, 2023 to March 31, 2024	☒Yes ☐No
CRC	April 1, 2023 to March 31, 2024	☐Yes ☒No
HIICAP	April 1, 2023 to March 31, 2024	☒Yes ☐No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the Plan. In addition, I certify that no amendments have been made nor will be made to the Standard Assurances in the Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on the Attachment Check List.

I also certify that the information contained in the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 2 CFR part 376.

Signature of Director of Area Agency on Aging _____ Print/Type Name _____ Date _____

NA

Signature of the Chief Officer of the Governing Body of the Sponsoring Organization (if other than county/City of New York/Native American Organization) _____ Date _____

NA

Print/Type Name _____ NA Print/Type Title _____

LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, Anthony J Picente, Jr. being the Chief Executive Officer/Chairman of the Governing Board of
Print/Type Name

this Oneida (county/City of New York/Native American Organization), do hereby certify that:

1. The Oneida County Office for the Aging, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.

[X] Community Services for the Elderly Program
[X] Expanded In-home Services for the Elderly Program.

2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

Anthony J. Picente Jr.

Signature (*Use ink."per" signature not acceptable*) _____ Print/Type Title _____ Date _____

Approved: _____
Maryangela Scalzo, Deputy County Attorney

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: 04/26/2023 | Last Saved By: Keith Heitzman

2023-24 ANNUAL UPDATE TO THE 2020-24 FOUR YEAR PLAN
APRIL1,2023-MARCH 31,2024
FOR OLDER AMERICANS ACT,
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM,
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM,
CONGREGATE SERVICES INITIATIVE,
WELLNESS IN NUTRITION,
UNMET NEED,
STATE TRANSPORTATION PROGRAM,
CAREGIVER RESOURCE CENTER, and
HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM

This document, including the applications and attachments, is an update, for the period April 1, 2023 through March 31, 2024, to the 2020-24 Four Year Plan and any previous amendments, modifications, or updates thereto approved by the New York State Office for the Aging.

Area Agency on Aging (AAA): Oneida County Office for the Aging/Continuing Care County Code: 30
Director's Name: June Title: Hanrahan
Address: 120 Airline St
City: Oriskany, New York Zip Code: 13424
Phone Number: (315) 768-3641 Ext. Email: jhanrahan@ocgov.net

For County/City of New York/Native American Organization
Name of the Chief Executive Officer: Anthony J. Picente, Jr. Title: County Executive
Address: 800 Park Ave
City: Utica, New York Zip Code: 13501
Phone Number: (315) 798-5800 Ext. Email: apicente@ocgov.net **OR If other than County/City of New York/Native American Organization**
Name of the Sponsoring Organization:
Name of Chief Officer of the Governing Body of the Sponsoring Organization: Title:
Address:
City: , New York Zip Code:
Phone Number: Ext. Email:

Official Authorized to Receive Payments on behalf of the AAA

Name: Anthony Carvelli Title: Finance Commissioner
Address: 800 Park Ave
City: Utica, New York Zip Code: 13501
Phone Number: (315) 798-3641 Ext. Email: acarvelli@ocgov.net

Submit To:
New York State Office for the Aging
Division of Local Program Operations
2 Empire State Plaza
Albany, NY 12223-1251

Save Changes

AAA: Oneida County Office for the Aging/Continuing Care - 30
Original Date Submitted:
Date Revised:
Date Last Saved: 06/21/2023 | Last Saved By: Keith Heitzman

PUBLIC HEARINGS/AREA AGENCY ON AGING ADVISORY COUNCIL

1. a. Provide the following information on Public Hearing(s) held, in-person or virtually, for the 2023- 2024 Annual Update period.

Select a Public Hearing Location To be Determined

Location	To be Determined
Date (mm/dd/yyyy)	mm/dd/yyyy
Number Attending	

Reset All Delete Location

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2]
○ YES ◉ *NO

Date of notice publication:

c. Was the proposed 2023- 24 Annual Update or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing?

○ YES ◉ *NO

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of the 2023- 2024 Annual Update?
○ YES ◉ *NO

If ***NO** to any of the above please explain:

Public Health Emergency. A Public hearing is planned to be held in the next three months. We will update this information as soon as the public hearing is held.

2. Describe specific strategies used in this annual planning cycle to seek input from those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- Low income (OAA)
- Low income minorities(OAA)
- Individuals with limited English proficiency (OAA)
- Rural Residents (OAA)
- Native Americans (OAA)
- Institutionalized/at risk for institutionalization (OAA)
- Individuals with Alzheimer's and related disorders (OAA)
- Individuals with disabilities (OAA)
- Caregivers of individuals with Alzheimer's/related disorders and individuals with disabilities (OAA)
- Minorities (9NYCRR 6651.2(i))
- Frail (9NYCRR 6651.2(i))

- Vulnerable (9NYCRR 6651.2(i))
- LGBT (NYS Human Rights Law)
- Homebound (NYSOFA standard definition)

Examples of specific strategies might include: advertisement in LGBT group newsletter, notice of hearing delivered to HDM recipients, hearing held at ILC or other target group's gathering place, advertisement in rural communities where older adults congregate such as local coffee shop, etc.

3. Public hearings need to be accessible to all individuals. The following questions regarding accessibility include some examples of ways in which AAA might ensure accessibility.

   If the hearing was held virtually, was there a mechanism by which participants could request reasonable accommodations to participate ahead of time (ex: closed captioning enabled, virtual ASL interpretation, etc.)

   ○YES ◉*NO
   If *NO, please explain:

   Due to Public Health Emergency no public hearings took place. No accommodations where needed. A Public hearing is planned to be held in the next three months. We will update this information as soon as the public hearing is held.

   a. Please describe the geographic accessibility of the hearing site(s). (Ex: Is it held in a rural or urban location? Was more than one hearing held? Is it accessible by public transportation?)

   b. Please describe the physical accessibility of the hearing site(s). (Ex: Was it held in an ADA compliant building? Is there an accessible bathroom? Is there designated accessible parking?)

   c. Please describe attempts to make the hearing(s) accessible to all individuals including those with disabilities. What accommodations were available on site? What did someone need to request ahead of time and what was the mechanism for the individual to make the request? (Ex: sign language interpretation, Communication Access Real Time (CART) services, printed materials in large print or braille or distributed electronically in an accessible format, etc.)

   d. Please describe attempts to make hearing(s) accessible to individuals with limited English proficiency. What services were available? (Ex: telephonic interpretation---was a phone in the room, was the telephonic interpretation service information on site, translated printed materials, etc.)

   e. Please describe attempts to solicit input from the public using the individual's preferred mode of communication. (Ex: comment at hearing, written comment via mail or email, use of telephonic interpretation services i.e. relay, Language Line or similar; American Sign Language, etc.)

4. How were interested parties in the PSA notified of the public hearing(s) and provided the opportunity to testify?

   None took place. A Public hearing is planned to be held in the next three months. We will update this information as soon as the public hearing is held.

5. Summarize major issues discussed or raised at the public hearings.

None

6. Did the AAA receive comments and/or feedback regarding the 2023- 2024 Annual Update outside of the public hearings, i.e. written comments, virtual meetings? Please explain.

7. List the major changes in the 2023- 2024 Annual Update resulting from input of interested parties.

☐ Not applicable, no major change(s)

Major changes in the Plan:

Roll back flexible funding. Returning to Pre-Covid Rules and requirements.

8. Provide the date the 2023- 2024 Annual Update was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA. [9 NYCRR 6653.2 (f)]

Date: 05/17/2023

Summarize the comments of the Advisory Council:

The AIP is very comprehensive. No other comments were received.

Save Changes

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: 04/26/2023 | Last Saved By: Keith Heitzman

REVENUE DIVERSIFICATION

1. If contracting or planning to contract with a healthcare system or other providers, indicate each contractual agreement below. Examples of providers which may purchase services through contract with the AAA include Managed Care Organizations, health systems, hospitals, health insurers, and other payers.

Does the AAA plan on contracting with any health systems or other providers during the Annual Update period?
◉ ***YES** ○ NO

If ***yes**, list the name(s) of the provider which will purchase services from the AAA. What service(s) is/are the AAA contracted for or negotiating to provide and what is the reimbursement agreement?

Name of Provider: Fidelis Care NY

SERVICE	CONTRACTED UNIT RATE (IF APPLICABLE)	REIMBURSEMENT AGREEMENT DESCRIPTION (IF NOT UNIT RATE)	ANTICIPATED VALUE OF CONTRACT
☐ Personal Care Levels I	0.00		0.00
☐ Personal Care Levels II	0.00		0.00
☐ Home Health Aide	0.00		0.00
☐ Case Management	0.00		0.00
☐ Adult Day Services	0.00		0.00
☐ Personal Emergency Response System (PERS)	0.00		0.00
☑ Home-delivered meals	8.35		25000.00
☐ Congregate meals	0.00		0.00
☐ Transportation	0.00		0.00
☐ Evidence-Based Health Promotion	0.00		0.00
☐ Other:	0.00		0.00
Comments:			

Name of Provider: Senior Network Health

SERVICE	CONTRACTED UNIT RATE (IF APPLICABLE)	REIMBURSEMENT AGREEMENT DESCRIPTION (IF NOT UNIT RATE)	ANTICIPATED VALUE OF CONTRACT
☐ Personal Care Levels I	0.00		0.00
☐ Personal Care Levels II	0.00		0.00
☐ Home Health Aide	0.00		0.00
☐ Case Management	0.00		0.00
☐ Adult Day Services	0.00		0.00
☐ Personal Emergency Response			

System (PERS)	0.00		0.00
☑ Home-delivered meals	8.35		65000.00
☐ Congregate meals	0.00		0.00
☐ Transportation	0.00		0.00
☐ Evidence-Based Health Promotion	0.00		0.00
☐ Other:	0.00		0.00
Comments:			

Name of Provider: VNA Home Care			
SERVICE	**CONTRACTED UNIT RATE (IF APPLICABLE)**	**REIMBURSEMENT AGREEMENT DESCRIPTION (IF NOT UNIT RATE)**	**ANTICIPATED VALUE OF CONTRACT**
☐ Personal Care Levels I	0.00		0.00
☐ Personal Care Levels II	0.00		0.00
☐ Home Health Aide	0.00		0.00
☐ Case Management	0.00		0.00
☐ Adult Day Services	0.00		0.00
☐ Personal Emergency Response System (PERS)	0.00		0.00
☑ Home-delivered meals	8.35		12000.00
☐ Congregate meals	0.00		0.00
☐ Transportation	0.00		0.00
☐ Evidence-Based Health Promotion	0.00		0.00
☐ Other:	0.00		0.00
Comments:	all 3 providers are MLTC who purchase HDM		

2. Please describe any additional partnership development or strategic planning for revenue diversification that the AAA will engage in during the Four Year Plan Period (e.g. Private Pay, Value Based Payment, Pay for Performance, co-implementation with neighboring AAAs, partnerships with community organizations, county departments and others).

Explore potential for partnership with Insurance providers to reduce re-hospitalization rates.

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: 04/27/2023 | Last Saved By: Keith Heitzman

ADDITIONAL FUNDING

Update period: 4/1/23-3/31/24

This page is an inventory of all AAA funding without a dedicated program column on the Service Delivery and Resource Allocation Plan (Budget page 1&2). The Services Provided column below indicates allowable services. Completion of this page will result in the automatic completion of the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan.

- Program numbers 4 through 15 are pre-populated in the 'Program Funding Source Codes'.
- After entry, the programs entered in codes 16 through infinity will populate in the 'Program Funding Source Codes'.
- After entry, the total amount for each service for each program will automatically populate on the corresponding line for service in the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan.
- Any amounts being provided as Line 21 – 'Other Services' must also be included and described in the 'Other Services' page.

FUNDING CODE	PROGRAM NAME	SERVICES PROVIDED	'ALL OTHER PROGRAMS' COLUMN - LINE #	FUNDING AMOUNT anticipated for coming program year			
				NYSOFA Administered Amount	Other Sources Amount (Local, Federal, Income etc.)	Line Total	Program Total
4	**Foster Grandparents**	Volunteer Services Program	21 (Other Services)	0	0		0
5	**RSVP**	Volunteer Services Program	21 (Other Services)	0	0		0
6	**HIICAP**	Information & Assistance	13 (Information & Assistance)	0	0	0	34037
		Outreach	14 (Outreach)	0	0	0	
		Counseling & Assistance	21 (Other Services)	34037	0	34037	
7	**MIPPA**	Information & Assistance	13 (Information & Assistance)	0	0	0	23246
		Outreach	14 (Outreach)	0	0	0	
		Public Information	21 (Other Services)	23246	0	23246	
8	**State Funded Transportation**	Assisted Transportation	9 (Assisted Transportation)	0	0	0	14701
		Transportation	10 (Transportation)	14701	0	14701	
9	**NY Connects E & E**	Various	21	401211	0	401211	454726
		Planning/Implementation/Admin.	22	53515	0	53515	
10	**SHINE SNAP-Ed**	Nutrition Education	12	0	0	0	0
		Public Information	21	0	0	0	
		Food Box Distribution/Other	21	0	0	0	
11	**Caregivers Resource Center**	Various					0
12	**Grants-in-Aid**	Various					0

13	**State Respite program**	Various		0
14	**County Funds (not Match or over-Match)**	Various		0
15	**Contracts: purchase of AAA services by healthcare/other providers (see Revenue Diversification page)**	Various		0
16	**Other; specify**	Alzheimer's Grant		45500
			Grand Total:	**572210**

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: 04/27/2023 | Last Saved By: Keith Heitzman

OTHER SERVICES (Line 21)

Update period: 4/1/23-3/31/24

Complete the following to identify and describe all services/programs **included** on Line 21 in the Federal, State or Other Funding Columns, on the **"Services Delivery and Resource Allocation"** pages. This is to include all Line 21 services from the Additional Funding page as well. Utilize the names of services pre-populated in the drop-down menu where possible.

Name of Service/Program: Other

Other Service Name: Alzheimer's Grant

Check all that apply: [ ] Directly Provided [X] Contracted

Briefly describe the service:

Amount of Funding for this Service: 45500

Number of Units: 646

Funding Sources (List all): Alzheimer Association Grant

One Unit of Service Equals:
One unit of service is equal to one hour of respite

Name of Service/Program: Other

Other Service Name: Caregiver Respite

Check all that apply: [ ] Directly Provided [X] Contracted

Briefly describe the service:
These services are only for clients referred by OFA/OCC. This service provides caregiver respite, respite beds for clients, and overnight nursing home stays as needed. Including consumer directed respite services such as budget based care planning with the use of a fiscal intermediary service similar to CDEISEP.

Amount of Funding for this Service: 39090

Number of Units: 1303

Funding Sources (List all): IIIE

One Unit of Service Equals:
One unit equal one hour of care.

OTHER SERVICES (Line 21)

Update period: 4/1/23-3/31/24

Name of Service/Program: Counseling for Tax, Financial, Entitlement, Health Insurance

Check all that apply: [X] Directly Provided [ ] Contracted

Briefly describe the service:
To provide health insurance and option counseling and financial entitlement to clients.

Amount of Funding for this Service: 34037

Number of Units: 1134

Funding Sources (List all): HIICAP

Name of Service/Program: NY Connects E&E

Check all that apply: [X] Directly Provided [X] Contracted

Amount of Funding for this Service: 401211

Funding Sources (List all): NY Connects E&E

Name of Service/Program: Public Information/Education

Check all that apply: [X] Directly Provided [ ] Contracted

Briefly describe the service:
MIPPA/SHIP/ADRC/AAA

Amount of Funding for this Service: 23246

Number of Units: 387

Funding Sources (List all): MIPPA

Complete this table to populate the III-E column on the Service Delivery and Resource Allocation Plan

	Service Category	III-E Total		III-E Grandparent/Older Relative	
		Units	Funding $	Units	Funding $
Information					
14	Outreach	1382	34561	0	0
21	Public Information	0	0	0	0
	Information Subtotal	1382	34561	0	0
Access Assistance					
13	Information and Assistance	4020	100490	0	0
6	Case Management	1705	51159	0	0
21	Other, specify	0	0	0	0
	Access Assistance Subtotal	5725	151649	0	0
Counseling, Support Groups, Training					
19a	Caregiver Counseling	0	0	0	0
19b	Caregiver Support Groups	0	0	0	0
19c	Caregiver Training	0	0	0	0
	Counseling, Support Groups, Training Subtotal	0	0	0	0
Respite					
1a	Personal Care Level II - Not Consumer Directed	414	12000	0	0
1b	Personal Care Level II - Consumer Directed	0	0	0	0
2a	Personal Care Level I - Not Consumer Directed	148	4000	0	0
2b	Personal Care Level I - Consumer Directed	0	0	0	0
3	Home Health Aide	0	0	0	0
15a	In-home Contact and Support – Not Consumer Directed (supervision of care receiver or friendly visiting)	0	0	0	0
15b	In-home Contact and Support – Consumer Directed (supervision of care receiver or friendly visiting)	0	0	0	0
5	Social Adult Day Care	0	0	0	0
5	Adult Day Health Care Services	0	0	0	0
21	Overnight Adult Home	0	0	0	0
21	Overnight Nursing Home	0	0	0	0
21	Respite	1303	39090	0	0
21		0	0	0	0
	Respite Subtotal	1865	55090	0	0
Supplemental Services					
18	PERS	0	0	0	0
21	Assistive Device/Equipment	0	0	0	0
4a	Home Delivered Meals - NSIP Ineligible Meals	0	0	0	0
4b	Home Delivered Meals - NSIP Eligible Meals	26132	253742	0	0
7a	Congregate Meals - NSIP Ineligible Meals	0	0	0	0
7b	Congregate Meals - NSIP Eligible Meals	0	0	0	0
8	Nutrition Counseling	0	0	0	0
12	Nutrition Education	0	0	0	0
17a	Health Promotion – Not Evidence-Based	0	0	0	0
17b	Health Promotion – Evidence-Based	0	0	0	0
10	Transportation	0	0	0	0
11	Legal Services	0	0	0	0
9	Assisted Transportation	0	0	0	0
21	Home Modification	0	0	0	0
21	Other, specify TBD	0	0	0	0
	Supplemental Services Subtotal	26132	253742	0	0
22	Area Plan Administration	645	19372	0	0
	Grand totals	35749	514414	0	0

Office for the Aging

Welcome Keith Heitzman

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AAA: Oneida County Office for the Aging/Continuing Care - 3
AIP Period: 4/1/23 to 3/31/24
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New York State Office for the Aging
Service Delivery and Resource Allocation Plan - Federal Programs

Import Last Year

Service Categories	Dir	Con	Number of Individuals to be Served	Grand Total Units All sources (Pages 1&2)	Grand Total Funding $ All sources (Pages 1&2)	Title III-B		Title III-C-1		Title III-C-2		Title III-D		Title III-E	
						Units	Funding $	Units	Funding $	Units	Funding $	Units	Funding $	Units(e)	Funding $(e)
1. Personal Care Level II (Total)	☐	☑	53	12741	369472	0	0	0	0	0	0	0	0	414	12000
a. Not Consumer Directed (c)	☐	☑	53	12741	369472	0	0	0	0	0	0	0	0	414	12000
b. Consumer Directed (c)	☐	☑	0	0	0	0	0	0	0	0	0	0	0	0	0
2. Personal Care Level I (Total)	☐	☑	42	10861	300455	0	0	0	0	0	0	0	0	148	4000
a. Not Consumer Directed	☐	☑	32	8461	228455	0	0	0	0	0	0	0	0	148	4000
b. Consumer Directed	☐	☑	10	2400	72000	0	0	0	0	0	0	0	0	0	0
3. Home Health Aide (c)	☐	☐	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Home Delivered Meals	☐	☑	987	236875	2300055	0	0	0	0	109758	1065746	0	0	26132	253742
a. NSIP Ineligible Meals**			0	0	0	0	0	0	0	0	0	0	0	0	0
b. NSIP Eligible Meals			987	236875	2300055	0	0	0	0	109758	1065746	0	0	26132	253742
5. Adult Day Services	☐	☑	84	25233	378500	0	0	0	0	0	0	0	0	0	0
6. Case Management (a)	☑	☐	4453	29626	866494	6237	187114	0	0	0	0	0	0	1705	51159
7. Congregate Meals (Total)	☐	☑	253	60792	590294	0	0	60792	590294	0	0	0	0	0	0
a. NSIP Ineligible Meals**			0	0	0	0	0	0	0	0	0	0	0	0	0
b. NSIP Eligible Meals			253	60792	590294	0	0	60792	590294	0	0	0	0	0	0
8. Nutrition Counseling	☐	☑	70	349	22714	0	0	122	7950	98	6359	0	0	0	0

9. Assisted Transportation	☐	☐	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10. Transportation (a)	☐	☑	65	1307	25000	572	10299	0	0	0	0	0	0	0	0	0
11. Legal Assistance (b)	☐	☑	50	500	37500	500	37500	0	0	0	0	0	0	0	0	0
12. Nutrition Education	☐	☑	97	483	31366	0	0	169	10978	135	8783	0	0	0	0	0
13. Information & Assistance(a)	☑	☐	4707	23533	588309	11227	280670	4208	105211	1109	27717	0	0	4020	100490	
14. Outreach(a)	☑	☑	7110	7110	177763	848	21205	1603	40071	597	14925	0	0	1382	34561	
15. In-Home Contact & Support (Total)	☐	☑	405	405	8100	0	0	0	0	0	0	0	0	0	0	
a. Not Consumer Directed (c)	☐	☑	405	405	8100	0	0	0	0	0	0	0	0	0	0	
b. Consumer Directed (c)	☐	☑	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Sen. Center/Rec & Education	☐	☐	0	0	0	0	0	0	0	0	0	0	0			
17. Health Promotion	☐	☑	292	2569	57299	1460	36500	0	0	0	0	1109	20799	0	0	
a. Not Evidence-Based	☐	☑	292	2569	57299	1460	36500	0	0	0	0	1109	20799	0	0	
b. Evidence-Based	☑	☐	0	0	0	0	0	0	0	0	0	0	0	0	0	
18. Personal Emergency Response	☐	☑	6872	45572	126000	0	0	0	0	0	0	0	0	0	0	
19.a. Caregiver Counseling (c)	☐	☐	0	0	0	0	0	0	0	0	0	0	0	0	0	
19.b. Caregiver Support Groups(c)	☐	☐	0	0	0	0	0	0	0	0	0	0	0	0	0	
19.c. Caregiver Training(c)	☐	☐	0	0	0	0	0	0	0	0	0	0	0	0	0	
20. LTC Ombudsman	☐	☐			0	0	0	0	0	0	0	0	0			
21. Other Services					543084	0	0	0	0	0	0	0	0		39090	
22. Area Plan Administration					295821	0	64928	0	17713	0	15153	0	0		19372	
Total					6718226		638216		772217		1138683		20799		514414	
Service Categories	Dir	Con	Number of Individuals to be Served	Grand Total Units All sources (Pages 1&2)	Grand Total Funding $ All sources (Pages 1&2)	Title III-B Units	Title III-B Funding $	Title III-C-1 Units	Title III-C-1 Funding $	Title III-C-2 Units	Title III-C-2 Funding $	Title III-D Units	Title III-D Funding $	Title III-E Units(e)	Title III-E Funding $(e)	

(a) These services constitute Access services under Title III-B for the purpose of meeting the priority services requirement of 20%.
(b) These services constitute Legal Services under Title III-B for the purpose of meeting the priority services requirement of 7%.
(c) These services constitute In-Home Services under Title III-B for the purpose of meeting the priority services requirement of 2.5%.
(d) See Guide for Completion for limitations on expenditures for Supportive and Access services, (lines 9,10, 13-16) under Title III-C. Line 15, In-Home Contact & Support may only include Shopping Assistance under Titles III C-1 and III-C-2.
(e) Refer to the Guide for Completion for listing of services included in each of the five Title III-E Service Categories. Supplemental Services are limited to 20% of the total Title III-E budget.
* Application Period will not correspond with most Federal program periods.
** NSIP - Nutrition Services Incentive Program (formerly Cash-in-Lieu of Commodity Foods)

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AAA: Oneida - 30
AIP Period: 4/1/23 to 3/31/24
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New York State Office for the Aging
Service Delivery and Resource Allocation Plan - State & All Other Programs

Service Categories	EISEP		CSE		CSI		WIN		UNMET NEED		All Other Programs	
	Units	Funding $	Units	Funding $	Units	Funding $	Units	Funding $	Units	Funding $	Units	Funding Amount
1. Personal Care Level II (Total)	12327	357472 (a)	0	0	0	0	0	0	0	0	0	0
a. Not Consumer Directed	12327	357472 (a)	0	0	0	0	0	0	0	0	0	0
b. Consumer Directed	0	0 (a)	0	0	0	0	0	0	0	0	0	0
2. Personal Care Level I (Total)	3844	111000 (a)	0	0	0	0	0	0	6869	185455	0	0
a. Not Consumer Directed	1444	39000 (a)	0	0	0	0	0	0	6869	185455	0	0
b. Consumer Directed	2400	72000 (a)	0	0	0	0	0	0	0	0	0	0
3. Home Health Aide	0	0	0	0	0	0	0	0	0	0	0	0
4. Home Delivered Meals	0	0(a&b)	17611	171000	0	0	58898	571904	24476	237663	0(c)	0
a. NSIP Ineligible Meals	0	0	0	0	0	0	0	0	0	0	0	0
b. NSIP Eligible Meals	0	0	17611	171000	0	0	58898	571904	24476	237663	0	0
5. Adult Day Services	0	0 (a&b&d)	25233	378500	0	0	0	0	0	0	0	0
6. Case Management	12274	368211	1500	40504	0	0	547	15169	7363	204337	0	0
7. Congregate Meals	0	0" (a&b)	0	0	0	0	0	0	0	0	0	0
a. NSIP Ineligible Meals	0	0	0	0	0	0	0	0	0	0	0	0
b. NSIP Eligible Meals	0	0	0	0	0	0	0	0	0	0	0	0
8. Nutrition Counseling	0	0 (a&b)	0	0	0	0	129	8405	0	0	0	0
9. Assisted Transportation	0	0 (a&b)	0	0	0	0	0	0	0	0	0	0
10. Transportation	0	0 (a&b)	0	0	0	0	0	0	0	0	735	14701
11. Legal Assistance	0	0	0	0	0	0	0	0	0	0	0	0
12. Nutrition Education	0	0	0	0	0	0	179	11605	0	0	0	0
13. Information &												

Assistance	0	0	1800	45005	302	7546	867	21670	0	0	0	0
14. Outreach	0	0	420	10500	0	0	260	6501	2000	50000	0	0
15. In-Home Contact & Support	0	0 (a&b&c)	405	8100	0	0	0	0	0	0	0	0
a. Not Consumer Directed	0	0 (a&b&c)	405	8100	0	0	0	0	0	0	0	0
b. Consumer Directed	0	0 (a&b&c)	0	0	0	0	0	0	0	0	0	0
16. Sen. Center/Rec & Education	0	0	0	0	0	0	0	0	0	0	0	0
17. Health Promotion (Total)	0	0 (a&b)	0	0	0	0	0	0	0	0	0	0
a. Not Evidence-Based	0	0 (a&b)	0	0	0	0	0	0	0	0	0	0
b. Evidence-Based	0	0 (a&b)	0	0	0	0	0	0	0	0	0	0
18. Personal Emergency Response	43000	86000 (a&b)	0	0	0	0	0	0	2572	40000	0	0
19. a. Caregiver Counseling	0	0	0	0	0	0	0	0	0	0	0	0
19. b. Caregiver Support Groups	0	0	0	0	0	0	0	0	0	0	0	0
19. c. Caregiver Training	0	0	0	0	0	0	0	0	0	0	0	0
20. LTC Ombudsman	0	0	0	0	0	0	0	0	0	0	0	0
21. Other Services	0	0 (a&b)	0	0	0	0	0	0	0	0	0	503994
22. Planning / Implementation / Admin.	0	52282	0	52282	0	0	0	20576	0	0	0	53515
Total	71445	974965	46969	705891	302	7546	60880	655830	43280	717455	735	572210
Service Categories	EISEP Units	EISEP Funding $	CSE Units	CSE Funding $	CSI Units	CSI Funding $	WIN Units	WIN Funding $	UNMET NEED UNITS	UNMET NEED Funding $	All Other Programs	All Other Programs Funding Amount

(a) See Guide for Completion for limitations on services provided under EISEP.
(b) See Guide for Completion for information regarding these EISEP services.
(c) Enter the number of LTHHCP (or other non-NSIP eligible) meals 0
(d) Enter the amount of Adult Day Services provided as: Non-Institutional Respite: $ 0 Ancillary Services: $ 0
(e) Enter the amount of In-home Contact & Support Services provided as: Non-Institutional Respite: $ 0 Ancillary Services: $ 0
(f) See **Other NYSOFA Funding and Services and Other Services pages**

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

~~AAA: Oneida - 30~~

AIP Period: 1/1/23 to 12/31/23*

Title III-B Period (if different than above):

Original Date Submitted:

Date Revised:

Date Last Saved: 04/26/2023 | Last Saved By: Keith Heitzman

Application For Funding
Summary Budget for Titles III-B, III-C-1, III-C-2, III-D, III-E

Budget Category	Title III-B Area Plan Admin.	Title III-B Services	Total III-B Budget	Title III-C1 Area Plan Admin.	Title III-C1 Services	Total III-C1 Budget	Title III-C2 Area Plan Admin.	Title III-C2 Services	Total III-C2 Budget	Title III-D Budget	Title III-E Area Plan Admin.	Title III-E Services	Total III-E Budget**
1. PERSONNEL	$44,778	$289,246	$334,024	$12,216	$91,444	$103,660	$10,450	$24,292	$34,742	$12,340	$12,774	$115,414	$128,188
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	44,778	289,246	334,024	12,216	91,444	103,660	10,450	24,292	34,742	12,340	12,774	115,414	128,188
2. FRINGE BENEFITS	20,150	130,161	150,311 45.00%(b)	5,497	41,150	46,647 45.00%(b)	4,703	10,931	15,634 45.00%(b)	5,553 45.00%(b)	5,748	51,936	57,684 45.00%(b)
3. EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
4. TRAVEL	0	2,160	2,160	0	1,080	1,080	0	1,000	1,000	1,000	850	2,200	3,050
5. MAINTENANCE &OPERATIONS	0	45,317	45,317	0	6,108	6,108	0	6,118	6,118	1,422	0	12,510	12,510
6. OTHER EXPENSES	0	900	900	0	500	500	0	301	301	484	0	650	650
7. CONTRACTS	0	105,504	105,504	0	614,222	614,222	0	1,080,888	1,080,888	0	0	312,332	312,332
8. FOOD					0	0		0	0			0	0
9. TOTAL BUDGET (Lines 1-8)	$64,928	$573,288	$638,216	$17,713	$754,504	$772,217	$15,153	$1,123,530	$1,138,683	$20,799	$19,372	$495,042	$514,414
10. Less Anticipated Income		0	0		37,150	37,150		37,800	37,800	400		0	0
11. Less NSIP/COMMODITY FOOD					27,491	27,491		46,870	46,870			1,104	1,104
12. NET TOTAL (Line 9 Less Lines 10 & 11)	$64,928	$573,288	$638,216	$17,713	$689,863	$707,576	$15,153	$1,038,860	$1,054,013	$20,399	$19,372	$493,938	$513,310
13. FEDERAL FUNDS	48,696.00	515,664.47	564,360.47	13,284.00	620,768.11	634,052.11	11,364.00	929,553.41	940,917.41	18,355.00	14,529.00	370,086.32	384,615.32

REQUESTED	75.0000%(c)	89.9500%(d)		75.0000%(c)	89.9800%(d)		75.0000%(c)	89.4800%(d)		89.9800%(d)	75.0000%(c)	74.9300%(c)	
14. MATCHING	16,232.00	57,623.53	73,855.53	4,429.00	69,094.89	73,523.89	3,789.00	109,306.59	113,095.59	2,044.00	4,843.00	123,851.68	128,694.68
FUNDS	25.0000%	10.0514%		25.0042%	10.0157%		25.0049%	10.5218%		10.02010%	25.0000%	25.0743%	

(a) Adjustments to Personnel Roster - see Attachment E.
(b) Composite Fringe Benefit Percentage.
(c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.
(d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.
Line 1 Total APA Personnel expenses: $80218

**Title III-E Expenditures for Grandparents and older relatives Caring for Children Activities: $ $0.00
0.0000 %

This service is limited to 10% of the Title III-E federal funds and local match plus income & NSIP generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities between 19-59.
**Title III-E Expenditures Budgeted for Supplemental Services: $0.00 0.0000 %
This service is limited to 20% of the Title III-E federal funds and local match plus income & NSIP generated by these services.

Percent of Federal funds budgeted for Area Plan Administration: $87873.00 3.4564 %
(See Guide for Completion for further information)

Period: 1/1/23 to 12/31/23
Title III-B Period (if different than above):
Original Date Submitted:
Date Revised:
Date Last Saved: 04/26/2023 | Last Saved By: Keith Heitzman

Supporting Budget Schedule - Federal Programs

5. MAINTENANCE & OPERATIONS	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
A. Rental Costs from Rent Allocation Schedule	$39,167	$3,973	$4,768	$ 397	$9,535
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0	0
C. Equipment Maintenance	0	0	0	0	0
D. Equipment Costing Less Than $1,000	400	500	0	0	500
E. Insurance	975	0	0	0	750
F. Photocopying	200	0	0	75	0
G. Postage	675	350	250	125	275
H. Printing	1,550	300	250	500	275
I. Supplies	250	35	75	75	225
J. Telephone	1,100	750	625	100	550
K. Other (specify): Copier Rental	400	0	0	150	175
L. Other (specify): File Destruction	450	100	0	0	225
M. Other (specify): Advertising	150	100	150	0	0
Total Maintenance & Operations	$45,317	$6,108	$6,118	$1,422	$12,510
6. OTHER EXPENSES	**Title III-B**	**Title III-C1**	**Title III-C2**	**Title III-D**	**Title III-E**
A. Audits	0	0	0	0	0
B. Bonding	0	0	0	0	0
C. Conferences, Seminars & Training	350	0	0	334	0
D. Membership & Subscriptions	550	500	301	150	650
E. Minor Alterations & Renovations	0	0	0	0	0
F. Language Access Services*	0	0	0	0	0
G. Other (specify):	0	0	0	0	0
H. Other (specify):	0	0	0	0	0
Total Other Expenses	$ 900	$ 500	$ 301	$ 484	$ 650

Supporting Budget Schedule - Federal Programs - cont.

10. ANTICIPATED INCOME	Title III-B	Title III-C1	Title III-C2	Title III-D	Title III-E
A. Participant Contributions	$ 0	$37,150	$37,800	$ 400	$ 0
B. Other Income (specify source):	0	0	0	0	0
Total Income (10A +10B)	$ 0	$37,150	$37,800	$ 400	$ 0
13. FEDERAL FUNDS	**Title III-B**	**Title III-C1**	**Title III-C2**	**Title III-D**	**Title III-E**
A. Carryover*	309,993.47	415,813.11	593,382.41	0.00	236,015.32
B. Base Allocation	254,367	363,731	202,043	18,403	148,600
C. Transfer From and (To) III-B**		0	0		
D. Transfer From and (To) III-C1**	0		145,492		
E. Transfer From and (To) III-C2**	0	-145,492			
F. Supplement	0.00	0.00	0.00	0.00	0.00
G. Reallocation	0.00	0.00	0.00	0.00	0.00
H. Amount Returned	0.00	0.00	0.00	0.00	0.00
Total Federal Funds	$564,360.47	$634,052.11	$940,917.41	$18,403.00	$384,615.32
14. MATCHING FUNDS Source / Check if In-Kind	**Title III-B**	**Title III-C1**	**Title III-C2**	**Title III-D**	**Title III-E**
County [ ]	73,855.53	73,523.89	113,095.59	2,044.00	128,694.68
[ ]	0.00	0.00	0.00	0.00	0.00
[ ]	0.00	0.00	0.00	0.00	0.00
[ ]	0.00	0.00	0.00	0.00	0.00
[ ]	0.00	0.00	0.00	0.00	0.00
Volunteers as Match	0.00	0.00	0.00	0.00	0.00
Total Matching Funds	$73,855.53	$73,523.89	$113,095.59	$2,044.00	$128,694.68

* If Carryover exceeds 7.5% of the previous year's total Federal award for Titles III-B, III-C, III-E or 25% for Title III-D a justification must be provided in Attachment D.
** Provide justification for all transfers in Attachment D.

~~AAA: Oneida - 30~~
AIP Period: 4/1/23 to 3/31/24
Original Date Submitted:
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Date Last Saved: 04/26/2023 | Last Saved By: Keith Heitzman

Application for Funding
Summary Budget for EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

Budget Category	EISEP Implementation	EISEP Services Activities	Total EISEP Budget	CSE Planning & Implementation	CSE Community Service Project Activities	Total CSE Budget	CSI Administration	CSI Services Costs	Total CSI Budget	WIN Administration	WIN Service Activities	Total WIN Budget
1. PERSONNEL	$35,851	$231,955	$267,806	$35,756	$49,009	$84,765	$ 0	$5,204	$5,204	$14,190	$27,029	$41,219
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	35,851	231,955	267,806	35,756	49,009	84,765	0	5,204	5,204	14,190	27,029	41,219
2. FRINGE BENEFITS	16,132	104,380	120,512	16,090	22,054	38,144	0	2,342	2,342	6,386	12,163	18,549
			45.00% (b)			45.00% (b)			45.00% (b)			45.00% (b)
3. EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0
4. TRAVEL	299	6,845	7,144	436	2,571	3,007	0	0	0	0	1,595	1,595
5. MAINTENANCE & OPERATIONS	0	23,781	23,781	0	15,375	15,375	0	0	0	0	1,835	1,835
6. OTHER EXPENSES	0	1,250	1,250	0	1,000	1,000	0	0	0	0	718	718
7. CONTRACTS	0	554,472	554,472	0	563,600	563,600	0	0	0	0	591,914	591,914
8. FOOD		0	0		0	0					0	0
9. TOTAL BUDGET (Lines 1-8)	$52,282	$922,683	$974,965	$52,282	$653,609	$705,891	$ 0	$7,546	$7,546	$20,576	$635,254	$655,830
10. Less Anticipated Income (Not Used as Local Match)		30,000	30,000		14,000	14,000		0	0		20,000	20,000
11. Less NSIP/COMMODITY		0	0		7,400	7,400					58,000	58,000
12. NET TOTAL (Line 9 Less Lines 10 & 11)	$52,282	$892,683	$944,965	$52,282	$632,209	$684,491	$ 0	$7,546	$7,546	$20,576	$557,254	$577,830

13. STATE FUNDS REQUESTED	52,282 (c)	669,215 (d)	721,497	52,282 (c)	473,829 (d)	526,111	0 (d,e)	5,656 (d)	5,656 (d)	20,576 (e)	557,254	577,830
		74.97			74.95		0.00	74.95	74.95			
14. MATCHING FUNDS		223,468	223,468		158,380	158,380	0	1,890	1,890	0	0	0
		25.03			25.05				25.04			

(a) Adjustments to Personnel Roster
(b) Composite Fringe Benefit Percentage
(c) 100% State Reimbursement
(d) 75% State Reimbursement
(e) Limited to 5% of total state funds (WIN and CSI programs)
(f) State Transportation funds may not be utilized to purchase vehicles

EISEP In-Home Services Percentage: 52.48%
(EISEP In-Home Services include Personal Care Level I & II & Consumer Directed In-home Services only)
EISEP Ancillary Services Percentage: 9.63%
(Ancillary services include Adult Day Services not provided as non-institutional respite, HDM, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services)
(See Guide for Completion and the worksheet for additional information.)

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

5. MAINTENANCE & OPERATIONS	EISEP	CSE	CSI	WIN
A. Rental Costs from Rent Allocation Schedule	$14,304	$10,330	$ 0	$ 0
B. Adjustments to Rental Costs - see Attachment E	0	0	0	0
C. Equipment Maintenance	0	0	0	0
D. Equipment Costing Less Than 1,000	0	360	0	0
E. Insurance	1,300	500	0	150
F. Photocopying	222	150	0	0
G. Postage	700	305	0	300
H. Printing	2,000	1,050	0	200
I. Supplies	850	175	0	55
J. Telephone	3,500	1,510	0	1,000
K. Other (specify): Copier Rental	750	870	0	55
L. Other (specify): File Destruction	155	125	0	0
M. Other (specify): Advertisement	0	0	0	75
Total Maintenance & Operations	$23,781	$15,375	$ 0	$1,835
6. OTHER EXPENSES	**EISEP**	**CSE**	**CSI**	**WIN**
A. Audits	0	0	0	0
B. Bonding	0	0	0	0
C. Conferences, Seminars & Training	0	0	0	0
D. Membership & Subscriptions	1,250	1,000	0	718
E. Minor Alterations & Renovations	0	0	0	0
F. Language Access Services*	0	0	0	0
G. Other** (specify):	0	0	0	0
H. Other** (specify):	0	0	0	0
Total Other Expenses	$1,250	$1,000	$ 0	$ 718

*If the AAA does not expect to incur expenses related to the provision of Language Access Services--question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVE Section must be completed.

**Equipment and assistive devices purchased as EISEP Ancillary Services must be included on line 6. G or H unless they are purchased as part of a contract.

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs - cont.

10. ANTICIPATED INCOME	EISEP	CSE	CSI	WIN
A. Cost Sharing	30,000	0		
B. Cost Sharing Transferred from EISEP to CSE	0	0		
C. Net Cost Sharing (10A[+ or -]10B)	30,000	0		
D. Participant Contributions	0	4,000	0	20,000
E. Other Income (specify source): Home Delivered Meals	0	10,000	0	0
F. Contributions Used as Match	0	0	0	
Total Income (10C+10D+10E-10F)	$30,000	$14,000	$ 0	$20,000
14. Matching Funds Source / Check if In-Kind	**EISEP**	**CSE**	**CSI**	**WIN**
County [ ]	223,468	158,380	1,890	0
[ ]	0	0	0	0
[ ]	0	0	0	0
[ ]	0	0	0	0
Volunteers as Match	0	0	0	
Contributions Used as Match	0	0	0	
Total Matching Funds	$223,468	$158,380	$1,890	$ 0

~~AAA: Oneida - 30~~
HIICAP Period: 4/1/23 to 3/31/24
Original Date Submitted:
Date Revised:
Date Last Saved: 04/26/2023 | Last Saved By: Keith Heitzman

Application For Funding
Summary Budget for Unmet Need, CRC, State Transportation and HIICAP Programs

Budget Category	Unmet Need			CRC			Transportation			HIICAP		
	Administration Costs	Services Costs	Total Budget	Administration Costs	Services Costs	Total Budget	Administration Costs	Services Costs	Total Budget	Administration Costs	Services Costs	Total Budget
1. PERSONNEL	0	140922	140922	0	0	0	0	0	0	0	22939	22939
Adjustments(a)	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted Personnel	0	140922	140922	0	0	0	0	0	0	0	22939	22939
2. FRINGE BENEFITS	0	63415	63415	0	0	0	0	0	0	0	10324	10324
			45.00%(b)			0.00%(b)			0.00%(b)			45.01%(b)
3. EQUIPMENT	0	0	0				0	0	0(c)	0	0	0
4. TRAVEL	0	0	0	0	0	0	0	0	0	0	170	170
5. MAINTENANCE & OPERATIONS	0	0	0	0	0	0	0	0	0	0	404	404
6. OTHER EXPENSES	0	0	0	0	0	0	0	0	0	0	200	200
7. CONTRACTS	0	513118	513118	0	0	0	0	14701	14701	0	0	0
8. FOOD		0	0									
9. TOTAL BUDGET (Lines 1-8)	0	717455	717455	0	0	0	0	14701	14701	0	34037	34037
10. Less Anticipated Income		0	0		0	0		0	0		400	400
11. Less: NSIP / COMMODITY FOOD		0	0									
12. NET TOTAL (Line 9 Less Lines 10 and 11)	0	717455	717455	0	0	0	0	14701	14701	0	33637	33637
13. TOTAL FUNDS REQUESTED	0	717455	717455	0	0	0	0	14701	14701	0	33637	33637
14. MATCHING FUNDS			0			0	0		0	0	0	0

a. Adjustments to Personnel Roster - see Attachment E
b. Composite Fringe Benefit Percentage
c. State Transportation funds may not be utilized to purchase vehicles
d. Limited to 15% of total funds requested

AAA: Oneida- 30
HIICAP Period: 4/1/23 to 3/31/24
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Summary Budget for Unmet Need, CRC, State Transportation and HIICAP Programs

5. MAINTENANCE & OPERATIONS	Unmet Need	CRC	Transportation	HIICAP
A. Rental Costs from Rent Allocation Schedule	$ 0	$ 0	$ 0	$ 0
B. Adjustments to Rental Costs - see Attachment E	$ 0	$ 0	$ 0	$ 0
C. Equipment Maintenance	$ 0	$ 0	$ 0	$ 0
D. Equipment Costing Less Than $1,000	$ 0	$ 0	$ 0	$ 0
E. Insurance	$ 0	$ 0	$ 0	$ 0
F. Photocopying	$ 0	$ 0	$ 0	$ 0
G. Postage	$ 0	$ 0	$ 0	$ 80
H. Printing	$ 0	$ 0	$ 0	$ 150
I. Supplies	$ 0	$ 0	$ 0	$ 0
J. Telephone	$ 0	$ 0	$ 0	$ 174
K. Other (specify):	$ 0	$ 0	$ 0	$ 0
L. Other (specify):	$ 0	$ 0	$ 0	$ 0
M. Other (specify):	$ 0	$ 0	$ 0	$ 0
Total Maintenance & Operations	$ 0	$ 0	$ 0	$ 404
6. OTHER EXPENSES	Unmet Need	CRC	Transportation	HIICAP
A. Audits	$ 0	$ 0	$ 0	$ 0
B. Bonding	$ 0	$ 0	$ 0	$ 0
C. Conferences, Seminars & Training	$ 0	$ 0	$ 0	$ 200
D. Membership & Subscriptions	$ 0	$ 0	$ 0	$ 0
E. Minor Alterations & Renovations	$ 0	$ 0	$ 0	$ 0
F. Language Access Services	$ 0	$ 0	$ 0	$ 0
G. Other (specify):	$ 0	$ 0	$ 0	$ 0
H. Other (specify):	$ 0	$ 0	$ 0	$ 0
Total Other Expenses	$ 0	$ 0	$ 0	$ 200

AAA: Oneida- 30
HIICAP Period: 4/1/23 to 3/31/24
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Summary Budget for Unmet Need, CRC, State Transportation and HIICAP Programs - cont.

10. ANTICIPATED INCOME	Unmet Need	CRC	Transportation	HIICAP
A. Cost Sharing	0			
B. Cost Sharing Transferred from EISEP to CSE	0			
C. Net Cost Sharing (10A[+ or -]10B)	0			
D. Participant Contributions	0	0	0	400
E. Other Income (specify source):	0	0	0	0
F. Contributions Used as Match	0	0	0	0
Total Income (10C+10D+10E-10F)	0	0	0	400
14. Matching Funds Source / Check if In-Kind	**Unmet Need**	**CRC**	**Transportation**	**HIICAP**
☐	0	0	0	0
☐	0	0	0	0
☐	0	0	0	0
☐	0	0	0	0
☐	0	0	0	0
Volunteers as Match	0	0	0	0
Contributions Used as Match	0	0	0	0
Total Matching Funds	0	0	0	0

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PERSONNEL ROSTER

Complete for Each Position [N] Name [T] Title	Check below if footnote (a) is true	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE		9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services		
N #011 Vacant Program Analyst	[ ]	48,141	8,184	7,221	0	0	0	0	7,221	0	0	0	0	25,515	#9 #14 #3
T Other		100.00%	17.00%	15.00%	0.00%	0.00%	0.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	53.00%	
N #015 Vacant Aging Services Program Administrator	[ ]	51,569	0	0	0	0	0	0	0	0	0	0	0	51,569	#14 #3
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N #022 Vacant Senior Clerk	[ ]	26,921	13,461	8,076	0	0	0	0	0	0	0	0	0	5,384	#3
T Other		100.00%	50.00%	30.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.00%	
N #033 Vacant Aging Services Coordinator	[ ]	36,934	0	3,693	0	0	5,540	0	7,387	4,432	14,774	0	0	1,108	#14
T Aging Services Coordinator/Planner		100.00%	0.00%	10.00%	0.00%	0.00%	15.00%	0.00%	20.00%	12.00%	40.00%	0.00%	0.00%	3.00%	
N #038 Vacant Case Manager	[ ]	34,306	0	9,263	3,431	6,861	2,401	0	6,861	0	0	0	0	5,489	#14
T Case Manager/Worker		100.00%	0.00%	27.00%	10.00%	20.00%	7.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	16.00%	
N #041 Vacant Case Manager	[ ]	34,306	0	9,263	3,431	0	0	0	0	0	0	0	0	21,612	#14
T Case Manager/Worker		100.00%	0.00%	27.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	63.00%	
N #042 Vacant Case Manager	[ ]	34,306	0	9,263	3,431	0	4,117	0	9,606	0	0	0	0	7,889	#14
T Case Manager/Worker		100.00%	0.00%	27.00%	10.00%	0.00%	12.00%	0.00%	28.00%	0.00%	0.00%	0.00%	0.00%	23.00%	
N #044 Vacant Case Manager	[ ]	34,306	0	9,263	3,431	0	4,117	0	8,577	0	0	0	0	8,918	#3 #14
T Case Manager/Worker		100.00%	0.00%	27.00%	10.00%	0.00%	12.00%	0.00%	25.00%	0.00%	0.00%	0.00%	0.00%	26.00%	
N #045 Vacant Case Manager	[ ]	34,306	0	9,263	3,431	0	4,117	0	10,292	0	0	0	0	7,203	#14
T Case Manager/Worker		100.00%	0.00%	27.00%	10.00%	0.00%	12.00%	0.00%	30.00%	0.00%	0.00%	0.00%	0.00%	21.00%	
N #048 Vacant Outreach Worker	[ ]	30,794	0	8,314	3,079	0	3,695	0	4,619	0	0	0	0	11,087	#14
T Outreach Worker/Aide		100.00%	0.00%	27.00%	10.00%	0.00%	12.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	36.00%	
Page Subtotal		365,889	21,645	73,619	20,234	6,861	23,987	0	54,563	4,432	14,774	0	0	145,774	

For Positions Used as In-Kind, note with (*) after their name

(a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.
(b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.
(c) 'Other Funding' Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

Grand Total		2,239,960	80,218	289,246	91,444	24,292	115,414	35,851	231,955	35,756	49,009	14,190	27,029	1,245,556	

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PERSONNEL ROSTER

Complete for Each Position [N] Name [T] Title	Check below if footnote (a) is true	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE		9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services		
N #051 Vacant Senior Clerk	[ ]	26,921	0	4,038	0	0	0	0	0	0	0	0	0	22,883	#14
T Other		100.00%	0.00%	15.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	85.00%	
N #052 Vacant Senior Clerk	[ ]	36,934	0	0	7,387	0	0	0	0	0	0	0	0	29,547	#14 #3
T Other		100.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	80.00%	
N #053 Vacant Aging Service Aide	[ ]	26,921	0	4,038	0	0	5,384	0	8,076	0	0	0	0	9,423	#3 #14
T Other		100.00%	0.00%	15.00%	0.00%	0.00%	20.00%	0.00%	30.00%	0.00%	0.00%	0.00%	0.00%	35.00%	
N #057 Vacant Case Manager	[ ]	34,306	0	9,263	3,431	0	0	0	0	0	0	0	0	21,612	#14 #7
T Case Manager/Worker		100.00%	0.00%	27.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	63.00%	
N #058 Vacant OCC Program Nurse	[ ]	43,074	0	0	0	0	0	0	4,307	0	0	0	0	38,767	#14
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	90.00%	
N #059 Vacant OCC Program Nurse	[ ]	43,074	0	0	0	0	0	0	4,307	0	0	0	0	38,767	#14
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	90.00%	

N #060 Vacant OCC Program Nurse	[ ]	43,074	0	0	0	0	0	0	4,307	0	0	0	0	38,767	#14
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	90.00%	
N #064 Vacant OCC Program Nurse	[ ]	43,074	0	0	0	0	0	0	4,307	0	0	0	0	38,767	#14
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	90.00%	
N #075 Vacant Aging Services Program Administrator	[ ]	51,569	0	7,735	0	0	14,955	0	10,314	0	2,063	0	0	16,502	#14 #3
T Other		100.00%	0.00%	15.00%	0.00%	0.00%	29.00%	0.00%	20.00%	0.00%	4.00%	0.00%	0.00%	32.00%	
N #106 Vacant OCC Program Nurse	[ ]	43,074	0	0	0	0	0	0	4,307	0	0	0	0	38,767	#14
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	90.00%	
Page Subtotal		392,021	0	25,074	10,818	0	20,339	0	39,925	0	2,063	0	0	293,802	

For Positions Used as In-Kind, note with (*) after their name
(a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.
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(c) 'Other Funding' Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

Grand Total		2,239,960	80,218	289,246	91,444	24,292	115,414	35,851	231,955	35,756	49,009	14,190	27,029	1,245,556	

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PERSONNEL ROSTER

Complete for Each Position [N] Name [T] Title	Check below if footnote (a) is	1. Annual Salary	2. Title-III Area Plan	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE		9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services		

	true		Admin.(b)												
N #116 Vacant Case Manager	[ ]	34,306	0	9,263	3,431	1,029	4,117	0	8,577	0	0	0	0	7,889	#14 #3
T Case Manager/Worker		100.00%	0.00%	27.00%	10.00%	3.00%	12.00%	0.00%	25.00%	0.00%	0.00%	0.00%	0.00%	23.00%	
N #197 Vacant Medical Worker	[ ]	33,085	0	0	0	0	0	0	0	0	0	0	0	33,085	#14
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N #445 Vacant Administrative Assistant	[ ]	34,306	0	0	0	0	0	0	0	0	0	0	0	34,306	#9 #14
T Administrative Assistant		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N #806 Part Time Vacant Senior Clerk	[ ]	13,461	0	0	0	0	0	0	0	0	0	0	0	13,461	#14
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N #825 Part Time Vacant Clerk	[ ]	12,650	0	0	0	0	0	0	0	0	0	0	0	12,650	#14
T Clerk		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N Allen-Burdick, Carol	[X]	64,251	14,135	0	17,990	9,638	0	0	0	1,928	0	5,140	15,420	0	#14
T Other		100.00%	22.00%	0.00%	28.00%	15.00%	0.00%	0.00%	0.00%	3.00%	0.00%	8.00%	24.00%	0.00%	
N Arcuri, Terrie	[ ]	13,461	0	0	0	0	0	0	0	0	0	0	0	13,461	#9
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N Connelly, Sherry	[ ]	35,598	0	5,340	1,068	1,780	5,340	0	10,679	0	3,560	0	0	7,831	#9 #14
T Case Manager/Worker		100.00%	0.00%	15.00%	3.00%	5.00%	15.00%	0.00%	30.00%	0.00%	10.00%	0.00%	0.00%	22.00%	
N Dervisevic, Mersudin	[ ]	38,432	3,460	769	0	0	0	0	0	0	0	0	0	34,203	#14 #3
T Other		100.00%	9.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	89.00%	#2
N Divovic Erzumana	[ ]	37,254	0	3,725	1,863	0	5,588	0	11,176	0	0	0	0	14,902	#9 #14
T Case Manager/Worker		100.00%	0.00%	10.00%	5.00%	0.00%	15.00%	0.00%	30.00%	0.00%	0.00%	0.00%	0.00%	40.00%	#3
Page Subtotal		316,804	17,595	19,097	24,352	12,447	15,045	0	30,432	1,928	3,560	5,140	15,420	171,788	

For Positions Used as In-Kind, note with (*) after their name
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(b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.
(c) 'Other Funding' Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

Grand Total		2,239,960	80,218	289,246	91,444	24,292	115,414	35,851	231,955	35,756	49,009	14,190	27,029	1,245,556	

AAA: Oneida
AAA: Oneida - 30
Period: 4/1/23 to 3/31/24
Original Date Submitted:
Date Revised:
Date Last Saved: 04/26/2023 | Last Saved By: Keith Heitzman

PERSONNEL ROSTER

Complete for Each Position [N] Name [T] Title	Check below if footnote (a) is true	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE		9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services		
N Franco, Linda	[ ]	48,038	0	0	0	0	0	0	0	0	0	0	0	48,038	#14
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N Gasser, Lisa	[ ]	41,054	0	6,158	2,053	0	6,158	0	12,316	0	0	0	4,105	10,264	#9 #14
T Case Manager/Worker		100.00%	0.00%	15.00%	5.00%	0.00%	15.00%	0.00%	30.00%	0.00%	0.00%	0.00%	10.00%	25.00%	
N Gorczynski, Lisa	[ ]	78,996	3,950	47,398	3,950	0	0	0	0	0	0	0	0	23,698	#14
T Other		100.00%	5.00%	60.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	30.00%	
N Hanrahan, June	[ ]	79,940	3,997	0	0	0	0	0	0	0	0	0	0	75,943	#14
T Other		100.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	95.00%	
N Heitzman, Keith	[ ]	66,502	20,615	0	0	0	0	6,650	13,300	7,980	0	2,838	0	15,119	#9 #3 #14
T Other		100.00%	31.00%	0.00%	0.00%	0.00%	0.00%	10.00%	20.00%	12.00%	0.00%	4.27%	0.00%	22.73%	
N Houghmaster, Lisa	[ ]	37,254	0	29,803	1,863	0	0	0	0	0	0	0	0	5,588	#14
T Case Manager/Worker		100.00%	0.00%	80.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	15.00%	
N Hyde, Joan	[ ]	55,628	2,225	8,344	0	0	8,344	8,344	0	2,781	0	2,781	0	22,809	#6 #7 #14 #3
T Other		100.00%	4.00%	15.00%	0.00%	0.00%	15.00%	15.00%	0.00%	5.00%	0.00%	5.00%	0.00%	41.00%	
N Klesse, Edward	[ ]	54,265	0	0	0	0	0	0	0	0	0	0	0	54,265	#9
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N Lee, Hyesun	[ ]	46,647	0	4,665	0	0	0	0	0	0	0	0	0	41,982	#14 #3
T Other		100.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	90.00%	
N Leppert, Kevin	[ ]	42,676	4,268	6,401	0	0	12,803	0	12,803	0	4,268	0	0	2,133	#14
T Other		100.00%	10.00%	15.00%	0.00%	0.00%	30.00%	0.00%	30.00%	0.00%	10.00%	0.00%	0.00%	5.00%	
Page Subtotal		551,000	35,055	102,769	7,866	0	27,305	14,994	38,419	10,761	4,268	5,619	4,105	299,839	

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(c) 'Other Funding' Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
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11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

Grand Total		2,239,960	80,218	289,246	91,444	24,292	115,414	35,851	231,955	35,756	49,009	14,190	27,029	1,245,556	

AAA: Oneida
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Period: 4/1/23 to 3/31/24
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PERSONNEL ROSTER

Complete for Each Position [N] Name [T] Title	Check below if footnote (a) is true	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE		9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services		
N Levitt, Mary Jo	[ ]	35,599	0	5,696	0	712	4,272	0	10,679	0	3,560	0	1,424	9,256	#9 #3
T Case Manager/Worker		100.00%	0.00%	16.00%	0.00%	2.00%	12.00%	0.00%	30.00%	0.00%	10.00%	0.00%	4.00%	26.00%	
N McGowen, Tina	[ ]	35,599	0	5,340	1,424	2,492	4,628	0	10,679	0	3,560	0	0	7,476	#9
T Case Manager/Worker		100.00%	0.00%	15.00%	4.00%	7.00%	13.00%	0.00%	30.00%	0.00%	10.00%	0.00%	0.00%	21.00%	
N Nettleton, Carol	[ ]	44,152	0	11,038	6,623	0	0	0	8,830	0	4,415	0	0	13,246	#1 #14
T Aging Services Coordinator/Planner		100.00%	0.00%	25.00%	15.00%	0.00%	0.00%	0.00%	20.00%	0.00%	10.00%	0.00%	0.00%	30.00%	
N Nitti, Emily	[ ]	42,676	0	0	0	0	0	0	0	0	0	0	0	42,676	#7 #9
T Other		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
N Perry, Kayla	[ ]	35,598	0	3,560	0	0	0	0	0	0	0	0	0	32,038	#6 #7 #9 #14
T Case Manager/Worker		100.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	90.00%	
N Pomeroy, Hilda	[ ]	77,476	2,324	15,495	0	0	0	9,297	0	10,847	0	0	0	39,513	#14 #3
T Other		100.00%	3.00%	20.00%	0.00%	0.00%	0.00%	12.00%	0.00%	14.00%	0.00%	0.00%	0.00%	51.00%	
N Salvemini, Joseph	[ ]	55,628	1,669	8,344	0	0	8,344	8,344	0	7,788	0	0	0	21,139	#14 #3
T Other		100.00%	3.00%	15.00%	0.00%	0.00%	15.00%	15.00%	0.00%	14.00%	0.00%	0.00%	0.00%	38.00%	

N San, Olive	[ ]	35,598	0	5,340	1,780	1,780	4,628	0	10,679	0	3,560	0	0	7,831	#9 #14
T Case Manager/Worker		100.00%	0.00%	15.00%	5.00%	5.00%	13.00%	0.00%	30.00%	0.00%	10.00%	0.00%	0.00%	22.00%	
N Sijaric, Tea	[ ]	34,306	0	0	13,722	0	0	0	0	0	0	3,431	0	17,153	#9 #3
T Other		100.00%	0.00%	0.00%	40.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	50.00%	
N Smith, Karen	[ ]	64,327	1,930	0	0	0	0	3,216	0	0	0	0	0	59,181	#14 #3
T Other		100.00%	3.00%	0.00%	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%	92.00%	
Page Subtotal		460,959	5,923	54,813	23,549	4,984	21,872	20,857	40,867	18,635	15,095	3,431	1,424	249,509	

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(c) 'Other Funding' Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
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11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

Grand Total		2,239,960	80,218	289,246	91,444	24,292	115,414	35,851	231,955	35,756	49,009	14,190	27,029	1,245,556	

AAA: Oneida
AAA: Oneida - 30
Period: 4/1/23 to 3/31/24
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PERSONNEL ROSTER

Complete for Each Position [N] Name [T] Title	Check below if footnote (a) is true	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE		9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services		
N Volunteers Used As Match	[ ]	0	0	0	0	0	0	0	0	0	0	0	0	0	
T Volunteers Used As Match		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
N Wadas, Michele N.	[ ]	52,812	0	7,922	2,641	0	6,866	0	15,844	0	5,281	0	2,112	12,146	#9 #14
T Case Manager/Worker		100.00%	0.00%	15.00%	5.00%	0.00%	13.00%	0.00%	30.00%	0.00%	10.00%	0.00%	4.00%	23.00%	

N Williams, Merle	[ ]	39,683	0	5,952	1,984	0	0	0	11,905	0	3,968	0	3,968	11,906	#9 #14
T Case Manager/Worker		100.00%	0.00%	15.00%	5.00%	0.00%	0.00%	0.00%	30.00%	0.00%	10.00%	0.00%	10.00%	30.00%	
N Wu-Benson, Princia	[ ]	60,792	0	0	0	0	0	0	0	0	0	0	0	60,792	#9
T Social Worker		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
Page Subtotal		153,287	0	13,874	4,625	0	6,866	0	27,749	0	9,249	0	6,080	84,844	

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(c) 'Other Funding' Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

Grand Total		2,239,960	80,218	289,246	91,444	24,292	115,414	35,851	231,955	35,756	49,009	14,190	27,029	1,245,556	

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Period: 4/1/17 to 3/31/18
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EQUIPMENT SCHEDULE

Equipment Item (Unit cost or annual rental of $1,000 or more)	1 Quantity	2 Unit Price	3 Total Cost (1x2)	4 Title III-B Cost	5 Title III-C-1 Cost	6 Title III-C-2 Cost	7 Title III-D Cost	8 Title III-E Cost	9 EISEP Cost	10 CSE Cost	11 WIN Cost	12 Other Funding Sources**	12 Other Funding Amount
No Records													

AAA: Oneida
AAA: Oneida - 30
Period: 4/1/23 to 3/31/24
Original Date Submitted:
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RENT ALLOCATION SCHEDULE

Complete For Each Location	1 Annual Cost Total Percent	2 Title III-B	3 Title III-C-1	4 Title III-C-2	5 Title III-E	6 EISEP	7 CSE	8 WIN	9 OTHER FUNDING Source(s)** Amount
Address: 120 Airline Street, Suite 201, Oriskany, NY 13424									#1 #14 #9
Owner: ONEIDA COUNTY									
Annual Rent: 101,782	122,335	39,167	3,973	4,768	9,535	14,304	10,330	0	40,258
Maint.-in-Lieu: 0	100%	32.02%	3.25%	3.90%	7.79%	11.69%	8.44%	0.00%	32.91%
Page Subtotal	122,335	39,167	3,973	4,768	9,535	14,304	10,330	0	40,258

For Locations Used as In-Kind, Note with Asterisk (*).

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

Grand Total*	122,335	39,167	3,973	4,768	9,535	14,304	10,330	0	40,258

CONTRACTOR ROSTER

	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Bishop, Kathleen **Contractor Code:** 30069 **E-Mail Address:** bisbur1@earthlink.net **MWBE:** [X] Yes [ ] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contractor Type:** For Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No **RD:** [ ] Yes [X] No **Consultant:** [X] Yes [ ] No	$11,250 Services to be provided: **1** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$11,250 Services to be provided: **1** (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											
Name: Caregivers dba Homemakers **Contractor Code:** 30001 **E-Mail Address:** jhuther@caregivershomemade.com **MWBE:** [X] Yes [ ] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contractor Type:** For Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No **RD:** [ ] Yes [X] No **Consultant:** [ ] Yes [X] No	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$8,000 Services to be provided: **2** (Must be completed)	$199,518 Services to be provided: **2** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$207,518 Services to be provided: **4** (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											

PAGE SUBTOTAL	$11,250	$ 0	$ 0	$ 0	$8,000	$199,518	$ 0	$ 0	$ 0	$ 0	$218,768
GRAND TOTAL	$105,504	$614,222	$1,080,888	$ 0	$312,332	$554,472	$563,600	$ 0	$591,914	$590,774	$4,413,706

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
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16) Alzheimer's Grant				

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CONTRACTOR ROSTER

	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Charles T. Sitrin Health Center **Contractor Code:** 30079 **E-Mail Address:** [ ] Yes [X] No **Rural Contractor:** [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contractor Type:** Non-Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [X] Yes [ ] No **RD:** [ ] Yes [X] No **Consultant:** [X] No [ ] Yes	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$12,500 Services to be provided: **1** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$12,500 Services to be provided: **1** (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											
Name: Critical Signal Technologies **Contractor Code:** 30077 **E-Mail Address:** [ ] Yes [X] No **Rural Contractor:** [X] No **Number of contracts, (State & Federal), with this contractor:** [0] **Contractor Type:** Non-Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No **RD:** [ ] Yes [X] No **Consultant:** [X] No [ ] Yes	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$86,000 Services to be provided: **1** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$40,000 Services to be provided: **1** (Must be completed)	$126,000 Services to be provided: **2** (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											

PAGE SUBTOTAL	$ 0	$ 0	$ 0	$ 0	$ 0	$86,000	$12,500	$ 0	$ 0	$40,000	$138,500
GRAND TOTAL	$105,504	$614,222	$1,080,888	$ 0	$312,332	$554,472	$563,600	$ 0	$591,914	$590,774	$4,413,706

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

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CONTRACTOR ROSTER

	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Giruzzi, Joseph, Esq. **Contractor Code:** 30051 **E-Mail Address:** jgiruzzi@aol.com **MWBE:** [ ] Yes [X] No **Rural Contractor:** [X] No [ ] Yes **Number of Contracts (State & Federal) with this contractor:** 1 **Contract is:** **Active:** [ ] No [X] Yes **New:** [X] No [ ] Yes **RD:** [X] No [ ] Yes **Consultant:** [ ] Yes [X] No	$25,000 Services to be provided: **1** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$25,000 Services to be provided: **1** (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											
Name: Legal Aid Society **Contractor Code:** 30020 **E-Mail Address:** elupia@wnylas.com **MWBE:** [ ] Yes [X] No **Rural Contractor:** [X] No [ ] Yes **Number of Contracts (State & Federal) with this contractor:** 1 **Contract is:** **Active:** [ ] No [X] Yes **New:** [X] No [ ] Yes **RD:** [X] No [ ] Yes **Consultant:** [ ] Yes [X] No	$12,500 Services to be provided: **1** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$ 0 Services to be provided: **0** (Must be completed)	$12,500 Services to be provided: **1** (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											

PAGE SUBTOTAL	$37,500	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$37,500
GRAND TOTAL	$105,504	$614,222	$1,080,888	$ 0	$312,332	$554,472	$563,600	$ 0	$591,914	$590,774	$4,413,706

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

CONTRACTOR ROSTER

Name: Lutheran Home Contractor Code: 30021 E-Mail Address: mswiernes@cwpinc.org Rural Contractor: [X] No Number of contracts, (State & Federal), with this contractor: [1] Contract is: Active: [X] Yes [ ] No New: [ ] Yes [X] No RD: [ ] Yes [X] No Consultant: [ ] Yes [X] No	III-B $ 0 Services to be provided: 0 (Must be completed)	III-C1 $ 0 Services to be provided: 0 (Must be completed)	III-C2 $ 0 Services to be provided: 0 (Must be completed)	III-D $ 0 Services to be provided: 0 (Must be completed)	III-E $ 0 Services to be provided: 0 (Must be completed)	EISEP $ 0 Services to be provided: 0 (Must be completed)	CSE $108,000 Services to be provided: 1 (Must be completed)	CSI $ 0 Services to be provided: 0 (Must be completed)	WIN $ 0 Services to be provided: 0 (Must be completed)	OTHER $ 0 Services to be provided: 0 (Must be completed)	TOTAL $108,000 Services to be provided: 1 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											
Name: North Utica Senior Citizens Recreation Center Inc Contractor Code: 30045 E-Mail Address: yvonnemcvesky@yahoo.com Rural Contractor: [X] No Number of contracts, (State & Federal), with this contractor: [3] Contract is: Active: [X] Yes [ ] No New: [ ] Yes [X] No RD: [ ] Yes [X] No Consultant: [ ] Yes [X] No	III-B $3,455 Services to be provided: 1 (Must be completed)	III-C1 $ 0 Services to be provided: 0 (Must be completed)	III-C2 $ 0 Services to be provided: 0 (Must be completed)	III-D $ 0 Services to be provided: 0 (Must be completed)	III-E $39,090 Services to be provided: 1 (Must be completed)	EISEP $72,000 Services to be provided: 1 (Must be completed)	CSE $ 0 Services to be provided: 0 (Must be completed)	CSI $ 0 Services to be provided: 0 (Must be completed)	WIN $ 0 Services to be provided: 0 (Must be completed)	OTHER $234,410 Services to be provided: 3 (Must be completed)	TOTAL $348,955 Services to be provided: 6 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											

PAGE SUBTOTAL	$3,455	$ 0	$ 0	$ 0	$39,090	$72,000	$108,000	$ 0	$ 0	$234,410	$456,955
GRAND TOTAL	$105,504	$614,222	$1,080,888	$ 0	$312,332	$554,472	$563,600	$ 0	$591,914	$590,774	$4,413,706

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

Date Revised:
Date Last Saved: 04/27/2023 | Last Saved By: Keith Heitzman

CONTRACTOR ROSTER

	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Parkway Senior Center **Contractor Code:** 30030 **E-Mail Address:** kwalters@theparkway.org **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [5] **Contractor Type:** For Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No **RD:** [ ] Yes [X] No **Consultant:** [ ] Yes [X] No	$30,799 Services to be provided: 3 (Must be completed)	$5,000 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$3,500 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$14,100 Services to be provided: 2 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$78,701 Services to be provided: 3 (Must be completed)	$132,100 Services to be provided: 10 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											
Name: Presbyterian Home **Contractor Code:** 30009 **E-Mail Address:** cdurr@presbyterianhome.com **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contractor Type:** Not-For-Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No **RD:** [ ] Yes [X] No **Consultant:** [ ] Yes [X] No	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$68,000 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$68,000 Services to be provided: 1 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											

PAGE SUBTOTAL	$30,799	$5,000	$ 0	$ 0	$3,500	$ 0	$82,100	$ 0	$ 0	$78,701	$200,100
GRAND TOTAL	$105,504	$614,222	$1,080,888	$ 0	$312,332	$554,472	$563,600	$ 0	$591,914	$590,774	$4,413,706

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

AAA: Oneida
AAA: Oneida - 30
Period: 4/1/23 to 3/31/24
Original Date Submitted:
Date Revised:
Date Last Saved: 04/27/2023 | Last Saved By: Keith Heitzman

CONTRACTOR ROSTER

	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Resource Center for Independent Living **Contractor Code:** 30015 **E-Mail Address:** zmccormick@rcil.com **MWBE:** [X] Yes [ ] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contractor Type:** Not-For-Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No **RD:** [ ] Yes [X] No **Consultant:** [ ] Yes [X] No	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$100,000 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$100,000 Services to be provided: 1 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											
Name: Sr Citizen Council of Rome, NY DBA [illegible] **Contractor Code:** 30013 **E-Mail Address:** sstreeter@avadoxmyseniordenor.com **MWBE:** [X] Yes [ ] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [2] **Contractor Type:** Not-For-Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No **RD:** [ ] Yes [X] No **Consultant:** [ ] Yes [X] No	$22,500 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$90,000 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$112,500 Services to be provided: 2 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											

PAGE SUBTOTAL	$22,500	$ 0	$ 0	$ 0	$ 0	$ 0	$190,000	$ 0	$ 0	$ 0	$212,500
GRAND TOTAL	$105,504	$614,222	$1,080,888	$ 0	$312,332	$554,472	$563,600	$ 0	$591,914	$590,774	$4,413,706

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

AAA: Oneida
AAA: Oneida - 30
Period: 4/1/23 to 3/31/24
Original Date Submitted:
Date Revised:
Date Last Saved: 04/27/2023 | Last Saved By: Keith Heitzman

CONTRACTOR ROSTER

	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Trinity Services Group, Inc **Contractor Code:** 30078 **E-Mail Address:** Christina.Link@trinityservicesgroup.com **MWBE:** [ ] Yes [X] No **Rural Contractor:** [X] Yes [ ] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contractor Type:** For Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No **RD:** [ ] Yes [X] No **Consultant:** [ ] Yes [X] No	$ 0 Services to be provided: 0 (Must be completed)	$590,294 Services to be provided: 1 (Must be completed)	$1,065,746 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$253,742 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$171,000 Services to be provided: 1 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$571,904 Services to be provided: 1 (Must be completed)	$237,663 Services to be provided: 2 (Must be completed)	$2,890,349 Services to be provided: 7 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											
Name: U.S. Care **Contractor Code:** 30006 **E-Mail Address:** cemerson@uscaresystems.com **MWBE:** [X] Yes [ ] No **Rural Contractor:** [ ] Yes [X] No **Number of contracts, (State & Federal), with this contractor:** [1] **Contractor Type:** For Profit **Contract is:** **Active:** [X] Yes [ ] No **New:** [ ] Yes [X] No **RD:** [ ] Yes [X] No **Consultant:** [ ] Yes [X] No	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$8,000 Services to be provided: 2 (Must be completed)	$196,954 Services to be provided: 2 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$ 0 Services to be provided: 0 (Must be completed)	$204,954 Services to be provided: 4 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											

PAGE SUBTOTAL	$ 0	$590,294	$1,065,746	$ 0	$261,742	$196,954	$171,000	$ 0	$571,904	$237,663	$3,095,303
GRAND TOTAL	$105,504	$614,222	$1,080,888	$ 0	$312,332	$554,472	$563,600	$ 0	$591,914	$590,774	$4,413,706

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

AAA: Oneida
AAA: Oneida - 30
Period: 4/1/23 to 3/31/24
Original Date Submitted:
Date Revised:
Date Last Saved: 04/27/2023 | Last Saved By: Keith Heitzman

CONTRACTOR ROSTER

Name: Zirilli,											

Contractor E-Mail Address: [X] No [ ] Yes Rural Contractor: [X] No [ ] Yes Nonprofit: [ ] No [X] Yes Type: [ ] State & Federal), with this contractor: [2] Active: [ ] No [X] Yes New: [X] No RD: [ ] Yes [ ] No [X] Yes Consultant: [X] No [ ] Yes	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Contracts, For	$ 0	$18,928	$15,142	$ 0	$ 0	$ 0	$ 0	$ 0	$20,010	$ 0	$54,080
	Services to be provided: **0** (Must be completed)	Services to be provided: **2** (Must be completed)	Services to be provided: **2** (Must be completed)	Services to be provided: **0** (Must be completed)	Services to be provided: **0** (Must be completed)	Services to be provided: **0** (Must be completed)	Services to be provided: **0** (Must be completed)	Services to be provided: **0** (Must be completed)	Services to be provided: **2** (Must be completed)	Services to be provided: **0** (Must be completed)	Services to be provided: **6** (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? [ ] Yes [X] No											

PAGE SUBTOTAL	$ 0	$18,928	$15,142	$ 0	$ 0	$ 0	$ 0	$ 0	$20,010	$ 0	$54,080
GRAND TOTAL	$105,504	$614,222	$1,080,888	$ 0	$312,332	$554,472	$563,600	$ 0	$591,914	$590,774	$4,413,706

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPITE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-242023-242023-242023-242023-242023-242023-242023-242023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30001 Number of contracts with this entity:	New Contract [ ] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Caregivers dba Homemakers	Date: 04/27/2023
Services to be Provided: PCA 1 & PCA2	Employer ID: 16-1000106
Contract Period: 04/01/2023 - 03/31/2024	Contract Total: $223,785.00

Section 2

Contractor Contract Information
Business Address: 111 E Chestnut St
City: Rome State: NY Zip: 13440
Mailing Address: 111 E Chestnut St
City: Rome State: NY Zip: 13440
Attention: Phone #: 315-797-7050 Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No [ ]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]

This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Program Analyst	Date: 05/10/2022

For Office Use Only:
Form reviewed by: _____ Title:_____ Date Reviewed: _____

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-242023-242023-242023-242023-242023-242023-242023-242023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract [ ] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 04/27/2023
Services to be Provided: Transportation	Employer ID: 16-1557404
Contract Period: 04/01/2020 - 03/31/2021	Contract Total: $25,000.00

Section 2

Contractor Contract Information

Business Address:	220 Memorial Parkway
City: Utica	State: NY Zip:
Mailing Address:	220 Memorial Parkway
City: Utica	State: NY Zip:
Attention:	Phone #: 315-233-3973 Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No [ ]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Program Analyst	Date: 06/10/2020

For Office Use Only:
Form reviewed by: _____ Title:_____ Date Reviewed: _____

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-242023-242023-242023-242023-242023-242023-242023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract [X] Existing Contract [ ]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 04/27/2023
Services to be Provided: Volunteer Program	Employer ID: 16-1557404
Contract Period: 04/01/2020 - 03/31/2020	Contract Total: $55,000.00

Section 2

Contractor Contract Information
Business Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Mailing Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Attention: Phone #: 315-233-3973 Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No [ ]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman	Title: Program Analyst	Date: 06/10/2020

For Office Use Only:
Form reviewed by: _____ Title:_____ Date Reviewed: _____

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-242023-242023-242023-242023-242023-242023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract [ ] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 04/27/2023
Services to be Provided: Outreach - Agenet	Employer ID: 16-1557404
Contract Period: 01/01/2020 - 12/31/2020	Contract Total: $35,000.00

Section 2

Contractor Contract Information
Business Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Mailing Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Attention: Phone #: 315-233-3973 Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No [ ]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.
Name: Keith Heitzman Title: Program Analsyt Date: 06/10/2020

For Office Use Only:
Form reviewed by: _____ Title:_____ Date Reviewed: _____

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-242023-242023-242023-242023-242023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract [ ] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 04/27/2023

Services to be Provided: Billpayer	Employer ID: 16-1557404
Contract Period: 01/01/2020 - 12/31/2020	Contract Total: $8,100.00

Section 2

Contractor Contract Information
Business Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Mailing Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Attention: Phone #: 315-233-3973 Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No [ ]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.
Name: Keith Heitzman Title: Program Analyst Date: 06/10/2020

For Office Use Only:
Form reviewed by: _____ Title: _____ Date Reviewed: _____

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-242023-242023-242023-242023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract [ ] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 04/27/2023
Services to be Provided: Health Promotion	Employer ID: 16-1557404
Contract Period: 01/01/2020 - 12/31/2020	Contract Total: $14,000.00

Section 2

Contractor Contract Information
Business Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Mailing Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Attention: Phone #: 315-233-3973 Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No [ ]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.
Name: Keith Heitzman Title: Program Analyst Date: 06/10/2020

For Office Use Only:
Form reviewed by: _____ Title:_____ Date Reviewed: _____

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-242023-242023-242023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30051 Number of contracts with this entity:	New Contract [ ] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Giruzzi, Joseph, Esq.	Date: 04/27/2023
Services to be Provided: Legal Aid	Employer ID: 16-1560038
Contract Period: 01/01/2023 - 12/31/2023	Contract Total: $25,000.00

Section 2

Contractor Contract Information
Business Address: 301 Bleecker St
City: Utica State: NY Zip: 13501
Mailing Address: 301 Bleecker St
City: Utica State: NY Zip: 13501

Attention:	Phone #: 315-733-0471	Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No [ ]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Principal Accounting Supervisor	Date: 05/10/2022

For Office Use Only:
Form reviewed by: _____ Title:_____ Date Reviewed: _____

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-242023-242023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30069 Number of contracts with this entity:	New Contract [ ] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Bishop, Kathleen	Date: 04/27/2023
Services to be Provided: outreach	Employer ID: 06-9042015
Contract Period: 01/01/2023 - 12/31/2023	Contract Total: $14,040.00

Section 2

Contractor Contract Information
Business Address: 6054 Stokes Lee Center Road
City: Lee Center State: NY Zip: 13363
Mailing Address: 6054 Stokes Lee Center Road
City: Lee Center State: NY Zip: 13363
Attention: Phone #: Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No [ ]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Hetizman	Title: Program Analyst	Date: 05/10/2022

For Office Use Only:
Form reviewed by: _____ Title:_____

Date Reviewed: _____

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-242023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30077 Number of contracts with this entity:	New Contract [ ] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Critical Signal Technologies	Date: 04/27/2023
Services to be Provided: PERS	Employer ID: 20-5117627
Contract Period: 04/01/2023 - 03/31/2024	Contract Total: $120,000.00

Section 2

Contractor Contract Information
Business Address: 27475 Medadowbrock Road
City: Novi State: MI Zip: 48377
Mailing Address:
City: State: Zip:
Attention: Phone #: 888-557-4462 Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?	Yes [X] No [ ]

If no, please provide an explanation:	
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.
Name: Keith Heitzman Title: Principal Accounting Supervisor Date: 05/10/2022

For Office Use Only:
Form reviewed by: _____ Title:_____ Date Reviewed: _____

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2023-24 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30078 Number of contracts with this entity:	New Contract [ ] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Trinity Services Group, Inc	Date: 04/27/2023
Services to be Provided: HDM, Congregate meals, and MLTC Meals	Employer ID: 59-3026703
Contract Period: 01/01/2022 - 12/31/2026	Contract Total: $9,698,123.00

Section 2

Contractor Contract Information
Business Address: 477 Commerce Blvd
City: Oldsmar State: FL Zip: 34677
Mailing Address:
City: State: Zip:
Attention: Phone #: 813-854-4264 Fax #

CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY

Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No [ ]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No [ ]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No [ ]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No [ ]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No [ ]

Section 4

Certification
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.
Name: Keith Heitzman Title: Principal Accounting Supervisor Date: 06/10/2020

For Office Use Only:
Form reviewed by: _____ Title:_____ Date Reviewed: _____

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: 04/27/2023 | Last Saved By: Keith Heitzman

ATTACHMENT CHECK LIST

Check [v] attachments included with this Plan.

Forms are provided for Attachments B, C, D, E, and F

Note: Letters of comment received on the expected impact of (and agency relationships under) CSE Projects and EISEP from local Departments of Social Services, Health, Mental Health and any other county and City of New York agencies and CASA-type agencies, must be maintained on file locally for State Office review.

[v] **ATTACHMENT A:** Standard Assurances - The AAA Director has reviewed the Standard Assurances.

Note: The general certification and approval for the Standard Assurances is included on the **PLAN REVIEW AND APPROVAL** page.

[v] **ATTACHMENT B:** Priority Services Expenditure Report

This report **must** be completed and returned by **each** AAA.

[v] **ATTACHMENT C:** Summary of **major changes** and/or justification for **new direct services**

This report **must** be completed and returned by **each** AAA.

[v] **ATTACHMENT D:** Justification for excess Title III Carryover and Title III Transfers

[v] **ATTACHMENT E:** Fringe Benefit Policy/Travel Reimbursement Policy
Adjustments to Personnel Roster/ Rent Allocation Schedule and Contractor Roster Explanation

[ ] **ATTACHMENT F:** Volunteers Used as Match

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: 04/27/2023 | Last Saved By: Keith Heitzman

ATTACHMENT B

PRIORITY SERVICES EXPENDITURE REPORT

Instructions: Using actual expenditures for the period, October 1, 2021- September 30, 2022, submit this completed and certified report with the 2023-24 Annual Update. Area Agencies may use their CAARS reports to assist with completing this page.

Since AAA CAARS reports are completed on an accrual basis, they may not reflect the actual expenditures incurred during the most recent federal fiscal year. If the Attachment B expenditure report indicates that the AAA has not complied with the minimum required Priority Services percentages, the AAA should review their actual expenditures based on contractor claims or direct AAA costs associated with service category(ies) in order to complete the report below.

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:
Row 1. **Access**: transportation, outreach, information and assistance, case management
Row 2. **In-home**: personal care level I, personal care level II, home health aide, consumer directed in-home services, in-home contact & support, caregiver services
Row 3. **Legal**: legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-PI-52, 12/29/94.)
Row 4. **All Other Services**: necessary to sum total services dollars expended.
Row 5. **Subtotal**: all services dollars expended.
Row 6. **Over Match**: must be removed from total.
Row 7. Total: [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

If the percentage in Column B meets the minimum required percentage STOP do not continue.

If it does not, then continue in Column C. Include only the required amount from CSE and/or WIN expenditures **required** to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

Notes:

[S] Include WIN dollars for Access **only**.
[H] Includes CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services **only**.

Column D: add Columns A and C for Lines 1, 2 & 3.
Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/WIN amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

Category & Minimum Required Percentage	(A) IIIB-Services Expenditures	(B) Percent (A)/[T]	(C) CSE (& WIN for Access)	(D) Services Combined Total (A) + (C)	(E) Percent (D)/{[T]+(C)}
1. Access 20.0%	459288.00	86.12	139349.00 [S]	598637.00	89.00
2. In-Home 2.5%	0.00	0.00	8100.00 [H]	8100.00	1.50
3. Legal 7.0%	37500.00	7.03	0.00	37500.00	7.03
4. All Other Services	36500.00				
5. Subtotal	533288.00				
6. Over Match (-)	0.00				
7. Total	533288.00 [T]				

If for one or more of the Priority Services categories the amount specified in Column E is less than the Minimum Required Percentage, for each such category provide an explanation of the reason for the shortfall in expenditures and describe the strategies and steps that the AAA is implementing to assure that it will satisfy the requirement for the forthcoming plan year.

Name of Category	Explanation	Strategies/Steps
In-Home	It is lower than 2.5% Due to shortage of contractors to provide services as well as late vouchering due to contract issues.	Find new Service providers. Get contracts to the board sooner as well as require quarterly vouchering of expenses from our contractors.

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: | Last Saved By:

ATTACHMENT C

Program Design Modifications

All AAAs should carefully review this form and the Guide for Completion.

PURPOSE

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any changes that are being planned for future periods(e.g. an RFP to be held in SFY 2023-2024 that will result in a major change in services or providers in SFY 2024-2025).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

DEFINITIONS

Program Design Modification: Refers to a Major Change, New Direct Service or New Activity.

Major Change(s): Refers to a proposed change(s) in program design for SFY 2023-2024 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for future periods that will have a significant impact on service delivery to older adults.

Significant Impact: The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
    a. service location;
    b. access to services;
    c. service providers;
    d. types of services being offered;
    e. the manner in which services are provided;
    f. service levels (changes of more than 20% in units or expenditures for any specific service); and
    g. changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* and 20-PI-14 for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

New Direct Service: Refers to any service that is currently provided by a contractor that the AAA is seeking to provide directly or a new service that the AAA is proposing to provide directly.
New Activity: Refers to: Any new service or program

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: | Last Saved By:

ATTACHMENT C

PROGRAM DESIGN MODIFICATIONS

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: | Last Saved By:

ATTACHMENT C

CERTIFICATION

One of the certifications below must be checked.

[ ] **1)** The AAA certifies that there are no planned program design modifications beyond those specified in this Attachment C that may occur during the 2023-2024 Program Year or a Future Program Year and that: If any change to its programs or services does occur during the 2023-2024 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year.

OR

[v] **2)** The AAA certifies that it is not making any program design modifications in this Attachment C and that: If any change to its programs or services does occur during the 2023-24 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year.

ADVISORY COUNCIL REVIEW AND COMMENT

[v] The AAA certifies that it has submitted the program design modifications contained in this Attachment C to its advisory council for review and comment as required under Title III, Part 45, Section 1321(c) of the Older Americans Act Regulations.

ATTACHMENT D

Justification for Title III Carryovers and Title III Transfers

Transfers: Provide justification for any transfer of funds within and among Title III programs. Transfers are limited to no more than 30% between Titles III-B and III-C and no more than 40% between Titles III-C-1 and III-C-2. Transfers are not allowed for Titles III-D or III-E.

A maximum transfer of 40%, $145,492 from Title III C-1 to III C-2.
This transfer will reduce and/or alleviate a wait list for HDM.

Carryovers: (Reference 88-PI-17, 3/24/88)

Titles III-B, III-C and Title III-E: Provide justification for carryover amounts in excess of 7.5%.

Title III-B carryover of $309,993.47 and Title III-E carryover of $236,015.32 are both due to staff vacancies and shortage of aides for our providers.

Title III-E Carry over of $236,015.32 was due to vacant case management positions that would have helped the program coordinator expand their served client base. The staff shortage also impacted the restart of the Caregiver Support Group.

Title III-C 1 Carry over of $415,813.11 was due to losing congregate sites during the pandemic. Only a hand full of sites have recently restarted in 2022.

Title III-C 2 Carry over of $593,382.41 was due to staff vacancies and Covid-19 affecting our providers ability to serve clients.

Title III-D: Provide justification for carryover amounts in excess of 25%.

Targeting: In accordance with NYCRR §6654.3 (a)(22)(b) and 12-PI-08, describe how carryover funds will be used in provision of services or outreach designed to reach target populations.
Examples of use of funds to reach target populations might include:

- translation of informational materials for persons with limited English proficiency
- development of Braille and audio materials for persons who are visually impaired
- creation of or new implementation of programming in an effort to reduce health disparities
- new transportation services to reach rural residents

Where the AAA will not use carryover funds for additional or expanded targeting efforts, and the AAA targeting goals have not been met, please provide a justification including a description of the specific activities implemented by the AAA to meet targeting goals and outcomes.

Other common documents will be translated
Partnerships will be explored with local facilities to reduce health disparities.

AAA: Oneida - 30
Original Date Submitted:
Date Revised:
Date Last Saved: 04/27/2023 | Last Saved By: Keith Heitzman

ATTACHMENT E

Fringe Benefits, Travel Reimbursement, Schedule Adjustment and Contractor Explanation

Fringe Benefits Policy: Include below the current fringe benefit rate for employees. Describe any changes from the Fringe Benefit policy submitted with the 2020-24 Four Year Plan. If the composite fringe benefit percentage for an individual program exceeds the average fringe benefit percentage included below- by more than 15%- the reason for the deviation(s) **must** be explained below.

2023-2024 Fringe Benefit Rate: 45.00%

There has been no change in our fringe benefit policy for the year 2022-2023

Travel Reimbursement Policy: Describe below any changes from the Travel Reimbursement Policy submitted with the 2020-24 Four Year Plan.

There has been no change in our travel reimbursement policy for the year 2022-2023.

Personnel Roster and Rent Allocation Schedule Adjustment: Describe below any adjustments included in the adjustment line of the summary budgets for personnel costs, or the adjustment line of the supporting budget schedules for rental costs.

No Adjustments.

Contractor Roster Explanation: Explain AAA plan for determining a contractor for service provision for any entries in the Contractor Roster which are to be determined. Include information on process and timeframe.

NA

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

August 29, 2023

FN 20 23 - 320

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Dear Mr. Picente:

I am submitting the following Renewal and Amendment of a Purchase of Services Agreement with the Rescue Mission of Utica, Inc. for review and approval by the Board of Legislators.

The Contractor provides Representative Payees Services for the County's most vulnerable population who require assistance with financial management as well as services and support for homeless individuals referred to the Contractor by the Department.

The Department is mandated by law to act as a representative or protective payee on behalf of Supplemental Security Income or Social Security Disability clients referred to it by the Social Security Administration if no other resources are available. This Agreement will provide such services for 25 individuals.

This Renewal and Amendment runs from April 1, 2023 through March 31, 2025 with a budget of $169,885.00 and a local cost of 27.18% , or $46,174.74.

If this Renewal and Amendment meets with your approval, I am requesting that it be forwarded to the Board of Legislators for further review.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/vlc
attachment

RECEIVED
AUG 29 2023

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

Anthony J. Picente Jr.
County Executive

Date 8.29.23

35203

Oneida Co. Department of Family and Community Services

Competing Proposal _____
Only Respondent__X____
Sole Source RFP_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:	Rescue Mission of Utica, Inc. 293 Genesee Street Utica, New York
Title of Activity or Services:	Representative Payee Services
Proposed Dates of Operations:	April 1, 2023 through March 31, 2025
Client Population/Number to be Served:	25 persons requiring assistance with financial management

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Provides financial management services (payments to creditors, passbook savings account, emergency funds etc.) to mentally, developmentally and/or physically disabled clients.

2). Program/Service Objectives and Outcomes

The Contractor provides representative payee services individuals determined by the Department to be unable to handle their own finances. The Contractor shall provide such services to a maximum of twenty-five (25) persons at any one time. The Contractor agrees to maintain a no-refusal policy.

The Contractor shall also provide services and supports to homeless individuals referred to it by the Department and who are qualified and eligible to receive such services from the Contractor.

3). Program Design and Staffing Level: The Contractor agrees to provide representative payee services as well as homeless services to eligible individuals.

Total Funding Requested: $169,885.00

Oneida County Dept. Funding Recommendation: $169,885.00 Account # A6070.49551

Mandated or Non-mandated: Mandated service

Proposed Funding Source (Federal $ /State $ / County $):

Federal	38.39 %	$ 65,218.85
State	34.43 %	$ 58,491.41
Local	27.18 %	$ 46,174.74

Cost Per Client Served:

Past performance Served: The Contractor has provided this service since November 1, 2011.

O.C. Department Staff Comments: This service was sent out for RFP beginning in 2019 and the Rescue Mission of Utica, Inc. was chosen by committee to provide the Department with representative payee services.

35203

THIS IS A RENEWAL AND AMENDMENT, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 800 Park Avenue, Utica, New York 13501 (hereinafter called the "County"), through its Department of Family and Community Services (hereinafter collectively called the "Department"), and Rescue Mission of Utica, Inc., a domestic not-for profit corporation organized and existing under the laws of the State of New York with its administrative offices at 293 Genesee Street, Utica, New York 13501 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides representative payee and emergency shelter and services to individuals referred to it from the Department, hereinafter referred to as the "Original Agreement," (County contract number 104100) with a term of April 1, 2020 through March 31, 2023, a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Original Agreement included an option to renew for additional terms through March 31, 2025; and

WHEREAS, the County wishes to renew the Original Agreement through March 31, 2025, and the Contractor is willing and able to continue to provide the services; and

WHEREAS, the County desires to modify the terms of the Original Agreement related to the vouchering and reimbursement process in order to comply with New York State requirements, and the Contractor has consented to such change; and

WHEREAS, the parties are desirous of an agreement to renew and amend the Original Agreement regarding the following provisions.

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

1. This Renewal and Amendment to the Original Agreement shall commence April 1, 2023 and terminate March 31, 2025.

2. Section VI of the Original Agreement, titled Payment and Claiming Procedures, shall be replaced with the following language:

A. The County shall pay the Contractor for the provision of services described herein pursuant to the following conditions:

   i. The Contractor shall submit a monthly voucher to the County detailing active caseload for the time-period captured in the voucher with supporting documentation, including expenditure reports for each Representative Payee client.

   ii. All vouchers shall be in an amount consistent with and supported by Exhibit D, which is the Contractor's Cost Proposal.

   iii. All reimbursement shall comply with state and federal regulations pertaining to payment for the services described herein.

B. For the time period of April 1, 2023 through March 31, 2024, total payment from the County to the Contractor shall not exceed $84,040.00.

C. For the time period of April 1, 2024 through March 31, 2025, total payment from the County the Contractor shall not exceed $85,845.00.

3. Exhibit B of this Renewal and Amendment, which is the Contractor's Cost Proposal, shall be attached to the Original Agreement as Exhibit D.

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the County and the Contractor have signed this Renewal and Amendment on the date written below.

Date: _____

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

Date: _____

Oneida County Department of Social Services: _____
Colleen Fahy-Box, Commissioner

Date: 8/17/23

Rescue Mission of Utica: _____

Approved: _____
Maryangela Scalzo, Deputy County Attorney-Health and Human Services

EXHIBIT A

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, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York, through its Department of Family and Community Services (hereinafter collectively called the "Department"), and Rescue Mission of Utica, Inc., a domestic not-for profit corporation organized and existing under the laws of the State of New York with its principal place of business at 293 Genesee Street, Utica, New York (hereinafter called the "Contractor").

WHEREAS, the Department is in need of representative payee services for the adult population who require assistance with financial management; and

WHEREAS, the Contractor provides representative payee services and is willing to provide such services to individuals referred to it from the Department; and

WHEREAS, the Contractor operates a 59-bed emergency shelter program for men that provides safe lodging, meals, clothing, counseling, education, advocacy and referrals to community based services to all individuals served by the it; and

WHEREAS, the Department desires to provide services such as the Contractor's to eligible individuals to combat against persistent homelessness; and

WHEREAS, the Contractor responded to a Request for Proposals issued by the Department, and the Contractor is willing, qualified and able to provide representative payee and emergency shelter and services to individuals referred to it by the Department; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, IT IS IT IS AGREED BETWEEN THE CONTRACTOR AND THE DEPARTMENT AS FOLLOWS:

Section I: TERM OF AGREEMENT

A. Performance under this Agreement shall commence on April 1, 2020 and shall terminate on March 31, 2023.

B. The Department may, in its sole discretion, renew this Agreement for two (2) additional one-year terms.

Section II: SCOPE OF SERVICES

A. Representative Payee Services

1. The Department shall refer to the Contractor for representative payee services individuals determined by the Department to be unable to handle their own finances.

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Section II: SCOPE OF SERVICES

A. Representative Payee Services

1. The Department shall refer to the Contractor for representative payee services individuals determined by the Department to be unable to handle their own finances.

The Contractor shall provide such services to a maximum of twenty-five (25) persons at any one time. The Contractor agrees to maintain a no-refusal policy provided the number of referred individuals does not exceed twenty-five (25) persons at any one time.

2. The Contractor agrees:

   i. To place on file with the Department an individual budget plan in compliance with the guidelines set forth in Exhibit A, which is attached hereto;

   ii. To maintain financial records in accordance with state, federal, and local laws and regulations and to allow the Department to review financial records at their discretion;

   iii. To screen referrals for the representative payee services from the Department on the day of referral, an example of which is attached as Exhibit C;

   iv. To provide financial counseling to clients as necessary;

   v. To meet with the Department to discuss the client's status and progress when deemed necessary by the Contractor, or upon reasonable request by the Department;

   vi. To contact the Department immediately upon the Contractor's discovery, during the course of its duties, of any changes in the client's situation which may require intervention by the Department;

   vii. To provide monthly status and/or progress reports to the assigned Department caseworker on all clients, said reports to indicate the current financial and personal situation as required by law, rule or regulation. This will be sent to the Adult Services Unit at the Department to become part of the client's case record;

   viii. Ensure that the Contractor's Assistants, as defined herein below in Section IV(B), have the training necessary to provide the services described herein, and cooperate with the Department with regard to suggested training. However, the Contractor shall have final decision-making power with regards to the training of its Assistants;

   ix. To provide a closing narration at the time of case closure;

   x. To attend service planning meetings as reasonably requested by the Department, on a case by case basis; and

   xi. To advise its Assistants of any and all laws and regulations applicable to the provision of the representative payee services, including those listed in Exhibit A.

B. Homeless Services

1. The Contractor shall provide homeless services as described herein to individuals referred to it by the Department and who are qualified and eligible to receive such services from the Contractor.

2. As part of the homeless services, the Contractor shall provide:

   i. Assistance with the assessment and referral services plans for homeless clients presenting to the Department;

   ii. Counseling, advocacy and referrals to community-based providers to help with critical needs;

   iii. Job training, where applicable and/or available, or referral made into vocational programming; and

   iv. Assistance to the Department in the location of appropriate housing on an emergency basis through client evaluation.

C. The Department and the Contractor shall meet as is reasonably necessary, but at least quarterly, to review any programmatic and systemic issues, as well as to evaluate the programs described herein. The Contractor agrees to send in Quarterly Contract Reports to the Department's Contract Administrator every three (3) months to evaluate and provide program direction. Each three (3) month review shall indicate client name, address, Social Security Number, Department's case number, referral date, birth date, current case status, disability (indicating primary disability), dates and reason for termination of any terminated cases.

D. All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any regulations promulgated thereunder, including 18 NYCRR Part 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder, and the same shall not be disclosed except as authorized by law. All files pertaining to this Agreement shall continue to be maintained in a locked file.

E. If the Contractor's Assistants in the performance of their duties under the terms and conditions of this Agreement observe indicators of financial exploitation, elder abuse or neglect or child abuse or neglect, the Contractor shall report those conditions to the Department.

F. The Contractor and the Department will develop a program portfolio which shall detail statistics and programmatic information.

G. This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

Section IV: 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. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the Department. The Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The Contractor may, at 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 Department, and the Department shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the Department, and in compliance with any and all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.

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

Section V: INDEPENDENT CONTRACTOR STATUS

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

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

C. The Contractor'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 the Contractor's Assistants shall not be eligible for any Department employee benefits, including retirement membership credits.

E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Department shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

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

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

H. The Contractor 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.

Section VI: PAYMENT AND CLAIMING PROCEDURES

A. Payment shall be issued in monthly installments, as detailed below, upon submission of an Oneida County voucher indicating current caseload listing and expenditure reports.

B. For the period of April 1, 2020 March 31, 2021:

   i. Total payment by the Department to the Contractor shall not exceed $78,180.00.

   ii. Monthly payment for the term of April 1, 2020 through March 31, 2021 shall be $6,515.00

C. For the period of April 1, 2021 through March 31, 2022:

   i. Total payment by the Department to the Contractor shall not exceed $80,107.00.

   ii. Monthly payment for the period of April 1, 2021 through February 28, 2022 shall be $6,675.58.

iii. Monthly payment for the period of March 1, 2022 through March 31, 2022 shall be $6,675.62.

D. For the period of April 1, 2022 through March 31, 2023:

i. Total payment from the Department to the Contractor shall not exceed $82,060.00.

ii. Monthly payment for the period of April 1, 2022 through February 28, 2023 shall be $6,838.33.

iii. Monthly payment for the period of March 1, 2023 through March 31, 2023 shall be $6,838.37.

E. Maximum payment to be paid by the Department to the Contractor shall not exceed $240,347.00 for the term of this Agreement.

F. The Department shall pay the Contractor a set rate for all lodging provided to eligible individuals; such amount shall be separate and apart from the homeless services that are provided under this Agreement.

Section VII: INSURANCE AND INDEMNIFICATION

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 not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

i. 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.

ii. Oneida County and all other parties required by Oneida County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds.

2. Business Automobile Liability

i. Business Automobile Liability with limits of at least $1,000,000 each accident.

ii. Business Automobile Liability coverage must include coverage for liability

arising out of all owned, leased, hired and non-owned automobiles.

iii. Oneida County shall be included as an additional insured on the Business Automobile Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

3. Commercial Umbrella

i. Commercial Umbrella limits must be at least $5,000,000.

ii. Commercial Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

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

4. Workers' Compensation

i. Statutory limits apply.

5. Bonding Insurance

i. The minimum amount of Bonding Insurance to be based on the amount of money the Contractor is handling for beneficiaries on a monthly basis, plus conserved funds on hand.

ii. Said bond shall cover embezzlement or theft by officers / owners and Assistants.

iii. The County of Oneida shall be named as an additional insured on a primary, non-contributory basis, and shall be given thirty (30) days written notice prior to termination or lapse of such bond.

B. Waiver of Subrogation: The Contractor waives all rights against the Department and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Commercial Umbrella, Bonding Insurance or 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 Department. 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 thirty (30) days prior written notice has been given to the Department.

Section VIII: EXPENSES

The 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.

Section IX: TRAINING

The Contractor's Assistants shall not be required by the Department to attend or undergo any training other than those specialized trainings necessary for performance of the services described herein. The Contractor shall be fully responsible for all training required for its Assistants to maintain any licenses or certifications necessary to perform the services described herein, and shall be solely responsible for the cost of the same.

Section X: 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.

Section XI: 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 and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

Date: 10/20/20

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

Approved: _____
Maryangela Scalzo, Assistant County Attorney

Date: 8/14/20

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

Date: 8/13/20

Rescue Mission of Utica, Inc.: _____
Wendy R. Goetz, Executive Director

EXHIBIT A

GUIDELINES FOR REPRESENTATIVE PAYEE PROGRAM

The following guidelines are not inclusive of the responsibilities of the Contractor in performing representative payee services for the Department's clients. It is the Contractor's responsibility to know and perform all services in compliance with all federal, state, and local laws and regulations pertaining to representative payee services.

1. The Contractor shall screen and create an individual budget plan for each referred client.

2. Monthly Status Reports (Exhibit B) shall be submitted on all clients.

3. The Contractor must open a TA-53 Social Services trust sub-account for each client, or may place multiple client funds into a single collective account, separate from all other types of funds provided the collective account has been approved by the local social security office and contains sub-ledgers to identify client ownership.

4. All disbursements will be made by check, including payments to the client should the client require cash.

5. Those clients who have received retroactive Supplemental Security Income or Social Security Disability payments or have accumulated sizable balances in their TA 53 Social Services trust sub-account will have individual savings and burial accounts established in their names.

6. The following records will be kept by the Contractor for each client and made and available for Department inspection:

    a. Deposit slips;

    b. Canceled checks;

    c. Check Book Record;

    d. Journal of all transactions;

    e. Accounts Receivable;

f. Accounts Payable;

g. Record of Interest Received;

h. Record of Interest Payable;

3. Being a representative payee does not give the Contractor or its Assistants the authority to:

a. Use a beneficiary's money for anything other than the beneficiary's needs

b. Spend a beneficiary's funds in a way that would leave the client without necessary items or services (housing, food, clothing, medical care)

c. Deposit a beneficiary's money into the payee's account, another person's account, or the Contractor's operating account

d. Lend beneficiary's money to anyone else, including other beneficiaries the Contractor may service (this includes using funds held in a collective account to make up a shortfall when a client's expenses exceed his/her ownership interest in the account)

e. Use a beneficiary's "dedicated account" funds for purposes not related to the beneficiary

f. Keep the beneficiary's conserved funds if the Contractor is no longer the payee

EXHIBIT B
MONTHLY STATUS REPORT

Report Period: _____
Client's Name: _____

Client's Address: _____

_____

_____

Client's Current Financial Situation

(a) Previous Report Balance _____

(b) Report Period Balance _____

(c) Explanation (if necessary) _____

_____

_____

_____

_____

Client's Current Personal Situation _____

_____

_____

_____

Counselor's Comments: _____

_____

_____

_____

Submitted by: _____ Date: _____
(Name)

_____ Phone: _____
(Organization)

EXHIBIT C
REFERRAL FORM

TO: RESCUE MISSION OF UTICA

FROM: ONEIDA COUNTY DEPARTMENT
of FAMILY AND COMMUNITY SERVICES

CASE NAME;_____ DATE:_____

ADDRESS: _____ DATE Of BIRTH:_____

TELEPHONE:_____ SOCIAL SECURITY #:_____

LIVING ARRANGEMENTS:

_____ Owns Home _____ Lives Alone _____ Rental

_____ Lives with Others _____ Lives in Congregate Setting

Specify:

COMMENTS:

RESOURCES/BENEFITS/ASSETS:

1. Income Source	Monthly Amt. $	Benefits
Social Security	_____	( ) Medicare Part A
SSI	_____	( ) Medicare Part B
VA Pension	_____	( ) Medicaid
Railroad Retirement	_____	( ) Food Stamps
Other Pension	_____	( ) HEAP
Public Assistance	_____	( ) Health Insurance
Other	_____	( )
TOTAL:		

CURRENT BUDGET SHEET ATTACHED:

PERSONAL APPEARANCE:

PHYSICAL HEALTH:

MENTAL HEALTH:

MEDICATION:

OTHER SERVICE PROVIDERS:

RELATIVES, FRIENDS, OTHER INFORMAL SUPPORTS:

OTHER COMMENTS:

SIGNED:

Caseworker

Supervisor

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

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

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

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

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

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

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

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

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

Print Name: Wendy R Goetz

Signature: Wendy R Goetz

Title: Executive Director

Date: 8/13/20

Witness: Michael Cox

Created 4-24-12

APPENDIX A

NEW YORK STATE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

PERSONNEL

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

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

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

NOTICES

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

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

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

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

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

OFFICE SERVICES

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REPORTS AND DELIVERABLES

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

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

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

CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

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

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

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

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

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

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

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

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

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

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

PUBLICATIONS AND COPYRIGHTS

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

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

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

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

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

PATENTS AND INVENTIONS

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

TERMINATION

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

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

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

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

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

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

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

CONTRACTOR COMPLIANCE

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

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

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

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

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

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

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

FISCAL SANCTION

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

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

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

ADDITIONAL ASSURANCES

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

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

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

RENEWAL NOTICE TO CONTRACTORS

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

COMPLIANCE WITH LAW

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

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

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

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

contracting to provide services funded by any federal money.

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

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

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

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

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

Rescue Mission of Utica

NAME OF CONTRACTED AGENCY

Wendy Goetz, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Wendy Goetz 8/14/20

SIGNATURE **DATE**

STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

i. The Contractor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

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

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

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

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

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

1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

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

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

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

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

c. The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

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

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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

Rescue Mission of Utica

Cost Proposal

5 Years 2020-2024

OBJECT OF EXPENSE	Year 1 BUDGET	Monthly	Year 2	Year 3	Year 4	Year 5
Salaries	54,598	4,550	55,690	56,804	57,940	59,099
Fringe benefits (17% of salaries)	9,282	773	9,467	9,657	9,850	10,047
Personal Service Contracts	0	-		-	-	
Total Personnel Services	63,880	5,323	65,157	66,460	67,790	69,145
Rent/Lease-same each month	3,500	292	3,600	3,700	3,800	3,900
Supplies	0	0		-	-	
Postage/Shipping	0	0		-	-	
Travel/Conference (mileage)	3,800	317	4,000	4,200	4,400	4,600
Telephone/Utilities Cell	500	42	550	600	650	700
Printer Supplies				-	-	
Insurance				-	-	
Checks				-	-	
Membership Dues				-	-	
Professional Fees				-	-	
Equipment				-	-	
Miscellaneous-Office Supplies-3% of total	500	42	550	600	650	700
Admin & Overhead	6,000	500	6,250	6,500	6,750	6,800
					-	
Total General Operating	14,300	1,192	14,950	15,600	16,250	16,700
Equipment Purch/Rental	0	-		-	-	
Total Equipment Cost	0	-		-	-	
Capital Projects	0	-		-	-	
TOTAL EXPENSES	78,180	6,515	80,107	82,060	84,040	85,845
INKIND EXPENSE	0	-		-	-	
REIMBURSABLE EXPENSE						
(TOTAL LESS INKIND)	78,180	6,515	80,107	82,060	84,040	85,845

	Salary details	Year	Monthly	Year	Year	Year	Year
		1		2	3	4	5
	Caseworker-100%	38,480	3,207	39,250	40,035	40,835	41,652
	Program Manager-25%`	11,750	979	11,985	12,225	12,469	12,719
	Account Coordinator=15%	4,368	364	4,455	4,544	4,635	4,728
		54,598	4,550	55,690	56,804	57,940	59,099

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR PROPOSALS

FOR

ADULT PROTECTIVE CASE MANAGEMENT SERVICES

RFP NUMBER – 2019-274

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

800 PARK AVENUE

UTICA, NEW YORK 13501

COLLEEN FAHY-BOX, COMMISSIONER

DATE: 7/30/19

Colleen Fahy-Box

Colleen Fahy-Box, Commissioner
Oneida County Department of Social Services

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
FUNDING OPPORTUNITIES

APPLICATION COVER PAGES

Applicants for funds for this program should submit one (l) original and five (5) copies of your application cover pages, proposed budget, and narrative paper to:

Colleen Fahy-Box, Commissioner
ATTENTION: Vicky Conover,
Contract Administration, 4th Floor
800 Park Avenue
Utica, New York 13501

I. Please provide the following information about your organization:

Name of Organization: Rescue Mission of Utica, Inc.

Street Address/P.O. Box: 293 Genesee Street

County: Oneida City: Utica State: NY Zip Code: 13501

2. Amount of funds requested: $78,180.00 for Year One, slight increases each year thru year 5.

3. Who should we contact with questions about this application?

Name: Mike Dow

Title: -Director of Finance----------

Telephone Number (Include Area Code): 315 735 1645 x2106

4. What is your organization's Federal Employer Identification Number? 15-0569359

5. Please provide the names and telephone numbers of (3) references. Please include the relationship of each reference to your organization.

A) Beth Bohlman	877 701-2165 x 24004	referring agency
Name	Telephone Number	Relationship to Organization
Social Security Administration		
Agency (if applicable)		

Jodie.Ronan@omh.NY.gov

B) Jodie Ronan | 315 738 4446 | referring agency

Name | Telephone Number | Relationship to Organization

MCPC/ICM Office of Mental Health

Agency (if applicable)

mnasby@rcil.com

C) Maxine Nasby | 315 624-2523 | referring agency

Name | Telephone Number | Relationship to Organization

RCIL

Agency (if applicable)

6. Please attach a current list of Board of Directors members or Advisory Board members.

Larry Beasley (2019)
Home Address: 9773 State Route 365
Holland Patent, NY 13354
Home Phone: 794-9124
Email: LarryJBeasley@gmail.com

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Cell Phone: 794-9459
Email: t-wad@roadrunner.com

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Fax: 315-865-8794
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Treasurer
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Email: sshatraw@uticafirst.com

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Vice President
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Email: stevenk@empirerecycling.com

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Secretary
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Email: david@lifeandhomes.com

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Ste. 201
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Business Phone: 735-4246
Home Phone: 736-6934
Cell Phone: 982-2319
Email: tobytaylormd@gmail.com

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President
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Home Phone: 896-4405
Email: davidson3094@roadrunner.com

William Worden (2017)
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Utica, NY 13502
Home phone: 601-7354
Email: wdnj@roadrunner.com

Wendy R. Goetz
RMU Executive Director
293 Genesee Street
Utica, NY 13501
(315) 735-1645 x 2101 (o)
(315) 292-8978 ©
Wendy.Goetz@uticamission.org

Home address: 1250 Walnut Street Utica, NY 13502 **Home :** 219-1096 **Work:** 894-8420 **Email:** Righonesty@aol.com	
Home address	

AGREEMENT:

It is understood and agreed to by the Proposer that: (1). This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. (2). The County and the Oneida County Department of Social Services (hereinafter the "Department") reserve the right to amend, modify or withdraw this RFP, to reject any proposals submitted or to choose multiple providers, and may exercise such rights at any time, without notice and without liability to any offeror (hereinafter the "Proposer") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Proposer. (3). The County and the Department reserve the right to accept or reject any or all proposals which do not completely conform to the instructions given in the RFP. (4). Submission of a proposal will be deemed to be the consent of the Proposer to any inquiry made by the County and/or the Department of third parties with regard to the Proposer's experience or other matters relevant to the proposal. (5) Funds provided for this project shall be used only for the conduct of the project as approved. (6). The contract may be terminated in whole, or in part, by the County. Such termination shall not affect obligations incurred under the contract prior to the effective date of such termination. (7). Funds will not be paid in advance. (8). Any significant revision of the approved project proposal shall be requested in writing by the Proposer prior to enactment of the change. (9). Progress reports shall be submitted as required by the Department. The final program and financial reports shall be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, shall be maintained and made available to the Department for audit purposes. (10). All reports of investigations, studies, publications, etc. made as a result of this proposal shall acknowledge the support provided by the Department. (11). All reports of investigations, studies, publications, etc. made as a result of this proposal, information concerning individuals served, and/or studies under the project are confidential and such information shall not be disclosed to unauthorized persons. (12). The Department reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

The Proposer certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that he/she will comply with the above agreement if the contract is received.

Wendy R Goetz
(Signature of official authorized to sign for Proposer)

8-28-19
(Date)

Wendy R Goetz
(Printed Name)

Executive Director
(Title

Rescue Mission of Utica

RFP APS Budget Projections

5 Years 2020-2024

OBJECT OF EXPENSE	Year 1 BUDGET	Monthly	Year 2	Year 3	Year 4	Year 5
Salaries	54,598	4,550	55,690	56,804	57,940	59,099
Fringe benefits (17% of salaries)	9,282	773	9,467	9,657	9,850	10,047
Personal Service Contracts	0	-		-	-	
Total Personnel Services	63,880	5,323	65,157	66,460	67,790	69,145
Rent/Lease-same each month	3,500	292	3,600	3,700	3,800	3,900
Supplies	0	0		-	-	
Postage/Shipping	0	0		-	-	
Travel/Conference (mileage)	3,800	317	4,000	4,200	4,400	4,600
Telephone/Utilities Cell	500	42	550	600	650	700
Printer Supplies				-	-	
Insurance				-	-	
Checks				-	-	
Membership Dues				-	-	
Professional Fees				-	-	
Equipment				-	-	
Miscellaneous-Office Supplies-3% of total	500	42	550	600	650	700
Admin & Overhead	6,000	500	6,250	6,500	6,750	6,800
					-	
Total General Operating	14,300	1,192	14,950	15,600	16,250	16,700
Equipment Purch/Rental	0	-		-	-	
Total Equipment Cost	0	-		-	-	
Capital Projects	0	-		-	-	
TOTAL EXPENSES	78,180	6,515	80,107	82,060	84,040	85,845
INKIND EXPENSE	0	-		-	-	
REIMBURSABLE EXPENSE						
(TOTAL LESS INKIND)	78,180	6,515	80,107	82,060	84,040	85,845

	Salary details	Year 1	Monthly	Year 2	Year 3	Year 4	Year 5
	Caseworker-100%	38,480	3,207	39,250	40,035	40,835	41,652
	Program Manager-25%`	11,750	979	11,985	12,225	12,469	12,719
	Account Coordinator=15%	4,368	364	4,455	4,544	4,635	4,728
		54,598	4,550	55,690	56,804	57,940	59,099

Rescue Mission of Utica
RFP Narrative 2018-274

The Rescue Mission of Utica was founded in 1890 and is a faith based, non-profit, multiple-service, charitable organization serving Utica and the Mohawk Valley. We provide safe lodging, food, clothing, case management, counseling, advocacy, education, referrals and support services for individuals overcoming homelessness, addictions, abuse and disabilities.

MISSION STATEMENT

The Rescue Mission of Utica, Inc. is a Christian Ministry, established to proclaim, in word and deed, the life-changing Gospel of Jesus Christ, by unconditionally endeavoring to assess and meet the physical, emotional and spiritual needs of those individuals seeking assistance.

VISION STATEMENT

Be a conduit for God's love, grace and mercy; from which individuals can be healed, forgiven and empowered.

CORE VALUES

We believe in the God-given potential of everyone.

We believe that it is God who changes lives.

We believe in building relationships throughout our community to establish better care for the people we serve.

We strive to instill hope in those who come to us.

We value "mutual ministry" to every member in our community (including care receivers, staff, volunteers and donors), and strive to assist care receivers in rebuilding key relationships in their lives.

The Rescue Mission of Utica/Representative Payee Services program has provided representative payee and case management to over 3,400 unique individuals since 1989. Currently our office provides rep-payee services for over 700 clients (Social Security Disability) generally in the central New York area, 12 with Adult Protective Services and 52 with the Veterans Administration. We also provide community

networking for clients without a community based case worker/manager. Our office deals directly with workers from Adult Protective Services, Office for the Aging, Neighborhood Center Case Management, Catholic Charities, United Cerebral Palsy, Resource Center for Independent Living and the Veterans Administration. We also serve clients who have caseworkers based through the Office of Mental Health (MVPC and satellite offices) and several community based community residences. The Rescue Mission, in its most recent contract period, directly served over 20 adult protective clients. This contract has been beneficial as it has allowed our care for these individuals to be more effective as we combine the skill of our current staff with the Adult Protective staff. The Rescue Mission provides a case worker specifically to work directly with the clients in the APS caseload. In addition, Account Coordinators are utilized to manage the funds of the clients. Keeping these functions separate aids in better communication with the clients and a greater diversity of resources. Checks as needed are issued timely and other staff are able to assist when the primary worker is tied up with other issues.

The Representative Payee office is on the bus line and is centrally located making it convenient for clients to have easy access to their worker many days of the week, Also, we are near the county building if other needs arise. Our office is very responsive to client needs and can generally provide for unexpected situations within a 24 hour period.

The Representative Payee program is audited a minimum of 3 times annually-2 times by our in-house accounting staff. It is also audited by the Social Security Administration every 2 years and by the Veteran's Administration periodically due to the number of service related veterans served by the program. The Rescue Mission Rep-Payee office completes many financial reports annually for either SSA or the Veterans Administration. It has been a goal to assist clients to become more self sufficient in all areas of their life, whenever possible. Several clients each year have successfully taken over their financial responsibilities with no need for future rep-payee services. We also have had to continue in the role as rep-payee for nearly 30 continuous years for other persons.

The Representative Payee staff performs home visits to clients known to be in need of in-home periodic monitoring. We also respond to the homes of clients when our neighbors in the community report possible problems in clients' homes. The list of items to investigate or monitor is consistent with items found on the Dwelling Survey. Follow up visits and reporting to other agencies concerns discovered during an initial visit are made as close to the initial visit as possible.

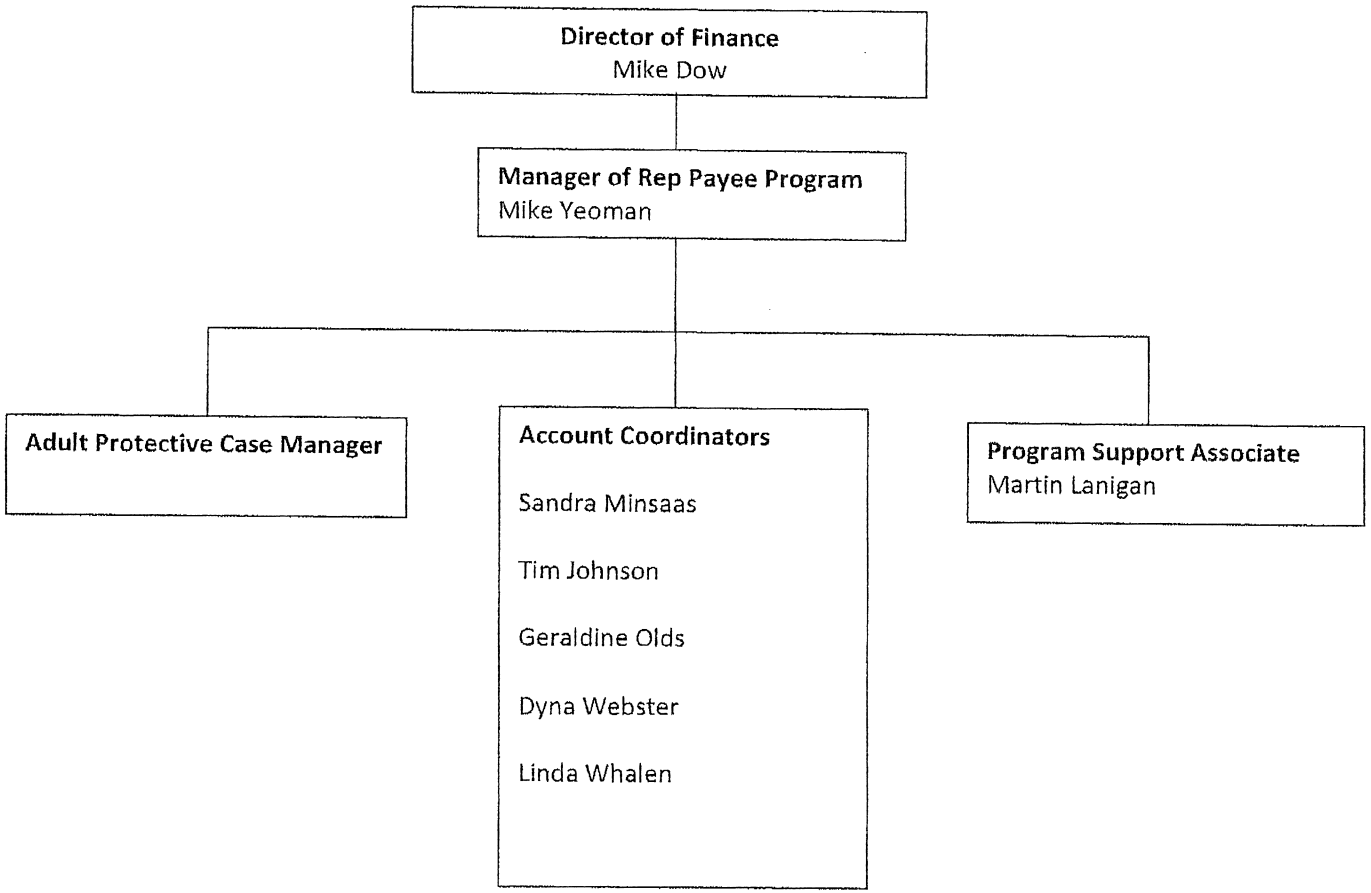
The Rescue Mission campus has many services that aid in assisting clients in desperate situations:

- *Emergency Shelter-contracted with Oneida County DSS and NYS OTDA- is capable of providing temporary housing for clients forced into homelessness by either poor financial skills, unforeseen job loss due the economy as a whole or clients displaced by fire or other events beyond their control.*
- *Addictions Crisis Center (an Oneida County Mental Health/NYS OASAS contracted program) is here to assist clients in dealing with addictions.*
- *Parker House Residential Program (contracted with Oneida County DSS and NYS Department of Corrections) provides after care accommodations for those dealing with substance abuse issues.*
- *Our Enriched Living Center is contracted with Oneida County Mental Health and NYS OMH and houses 52 moderately mentally ill individuals and have successfully placed APS referrals there in the past. It provides.....*
- *The Rescue Mission has a community clothing area for people in need.*
- *A food distribution program and served meal program is available for anyone in the community in need of emergency food needs.*
- *Our computer learning center is available to help teach the basics of math and reading and it also helps clients prepare for entry into the workforce by assisting in developing a current resume and providing job searches via computer.*
- *West Street Apartments is our long term housing building and gives shelter clients and community members a stable long term place to stay.*

The Rescue Mission has the ability to provide a wide range of services on a centrally located campus and has the ability to network clients to the next level of care if needed.

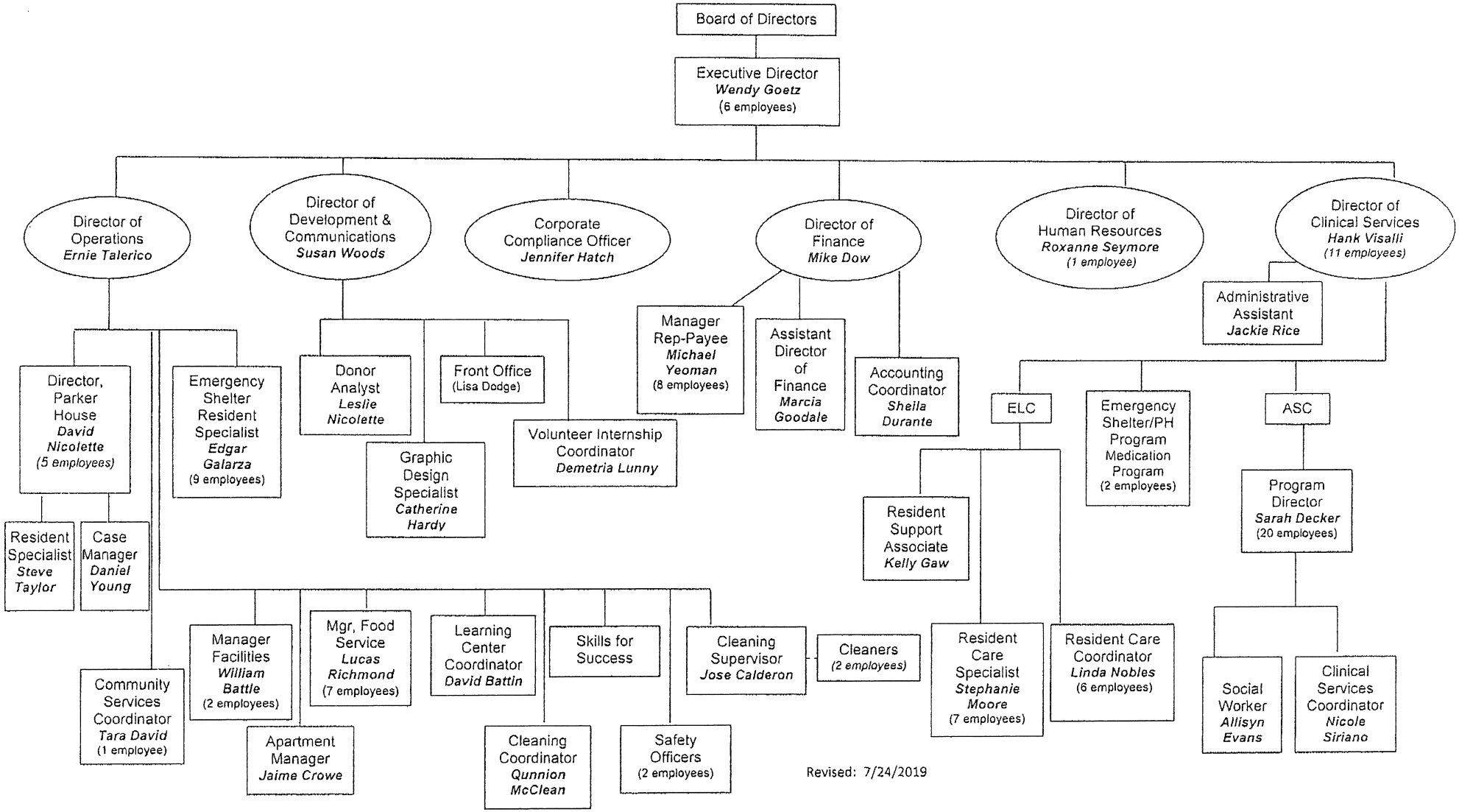
Rescue Mission of Utica
Organizational Chart

Representative Payee Program



Organizational Chart-Rep Payee
Effective: 8/25/19

Rescue Mission of Utica, Inc.
Organizational Chart



Revised: 7/24/2019

500 COMPLIANCE POLICIES

501 Equal Employment Opportunity

Policy Statement – The Rescue Mission is an Equal Opportunity Employer. The Mission does not unlawfully discriminate on the basis of a person's race, religion, creed, color, sex, age, national origin, marital status, pregnancy, application to or present membership in the uniformed services, veteran status, arrest or conviction record, disability, genetic predisposition or carrier status, sexual orientation, domestic violence victim status or any other applicable legally protected class, status or activity recognized by federal, state or local law. In addition, no discrimination will be allowed based on voting, wearing or displaying the American flag, donating blood, expressing milk during the workday or any other characteristic protected by law.

This policy applies to all terms and conditions of employment including, but not limited to, recruiting, hiring, placement, promotion, termination, layoff, transfer, leave of absence, compensation, benefits, training and social and recreational programs.

Discrimination by Others - Likewise, the Mission prohibits employees, patrons, suppliers, vendors, visitors and any other non-employee from discriminating against the Rescue Mission employees based on his or her legally protected class, status or activity.

Complaint Procedure – An employee, who believes that the actions or words of an employee or non-employee have violated this policy, should **report the behavior,** in writing, to the Director of Human Resources and their immediate supervisor immediately. Refer to *Policy 505 Complaint Procedure and Investigations* for information regarding how to file a complaint and the Mission's investigation procedures.

Policy Violations – Any employee who violates this policy will be subject to corrective action, up to and including termination. Any patron, supplier, vendor, visitor and any other non-employee who violates this policy will be subject to remedial action, as determined by management.

502 Reasonable Accommodations (ADA)

Policy Statement – The Rescue Mission complies with the Americans with Disabilities Act (ADA) and the New York State Human Rights Law by providing an equal employment opportunity to all qualified persons with disabilities. In addition, the Mission prohibits discrimination and/or harassment based on an individual's disability or a person's relationship or association with a disabled individual.

Reasonable Accommodation – The Rescue Mission provides reasonable accommodations to qualified employees with disabilities, unless doing so imposes an undue hardship on the Mission. An employee who believes an accommodation is needed to perform the essential functions of the employee's job should contact the Director of Human Resources. The Mission may require medical documentation or other information necessary to verify the existence of the disability and the need for accommodation.

Complaint Procedure – An employee, who believes that the actions or words of an employee or non-employee have violated this policy, should **report the behavior,** in writing, to the Director of Human Resources and their immediate supervisor immediately.

Refer to *Policy 505 Complaint Procedure and Investigations* for information regarding how to file a complaint and the Mission's investigation procedures.

Policy Violations – Any employee who violates this policy will be subject to corrective action, up to and including termination. Any patron, supplier, vendor, visitor and any other non-employee who violates this policy will be subject to remedial action, as determined by management.

503 Harassment-Free Workplace

Policy Statement – The Rescue Mission is committed to maintaining a professional work environment where employees, non-employees and patrons are free from any form of harassment, including sexual harassment. Further prohibited is harassment based upon an employee's race, religion, creed, color, age, national origin, marital status, pregnancy, application to or present membership in the uniformed services, veteran status, arrest or conviction record, disability, genetic predisposition or carrier status, sexual orientation, domestic violence victim status or any other applicable legally protected class, status or activity recognized by federal, state or local law. The Mission takes all necessary measures to prevent unlawful harassment in the workplace or, in the event it occurs, to stop the conduct immediately.

Definition of Workplace – For the purpose of this policy, the workplace includes all work site locations, patron locations, social functions sponsored by the Rescue Mission both on and off Mission premises, business meetings, business-related travel or any location while representing the Mission.

Sexual Harassment Definition – The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature to an individual of the same or opposite gender when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions (e.g., promotion, termination, pay increase) affecting that individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Prohibited Behavior – Unprofessional, inappropriate or offensive conduct committed by a supervisor, coworker, patron, supplier, vendor, visitor or any other non-employee is prohibited, even if the conduct is welcome by the recipient(s). Prohibited conduct includes, but is not limited to:

- Insulting, lewd, or sexually oriented comments, jokes, slurs, innuendoes, or stories. This includes verbal harassment as well as written, recorded and electronically transmitted material;
- Demeaning, insulting or sexually suggestive comments used to describe an individual or the individual's appearance or body;

- Leering, ogling, obscene gestures, sounds or whistling;
- Unwelcome sexual flirtations, advances, propositions or demands for sexual favors;
- Unwelcome physical contact, including touching, groping, grabbing, hugging, massaging, fondling, petting, pinching, hitting, pushing or intentionally rubbing up against a person's body;
- Viewing, displaying, storing or transmitting sexually oriented or pornographic materials;
- A supervisor threatening or implying that a subordinate's acceptance or refusal of the supervisor's sexual advances will affect the subordinate's terms or conditions of employment (e.g., promotion, demotion, pay increase, termination).

Any of the above conduct, or other offensive conduct directed at an individual because of their race, religion, creed, color, age, national origin, marital status, pregnancy, application to or present membership in the uniformed services, veteran status, arrest or conviction record, disability, genetic predisposition or carrier status, sexual orientation, domestic violence victim status or any other applicable legally protected class, status, or activity recognized by federal, state or local law is prohibited.

Employee Responsibility – Employees who work directly with our patrons with special needs have an added obligation to treat those members of our community with dignity and respect. They also must meet strict New York State requirements regarding their interactions with these patrons. Toward that end, all employees in this category are expected to read, understand, sign and abide by the *Justice Center's Code of Conduct for Custodians of People with Special Needs.* Failure to follow these guidelines not only put our patrons at risk, but also our certification to offer these services in our community. Any violations of this *Code of Conduct* will not be tolerated and will be met with corrective action up to and including termination of employment and possible litigation.

Supervisory Responsibility – All supervisors and members of management are responsible for providing a work environment that is free from unlawful harassment. A supervisor must therefore take immediate and appropriate corrective action in the event the supervisor is a witness to or becomes aware of any violations of this policy. The supervisor is also responsible for immediately notifying the Director of Human Resources of any policy violations.

Complaint Procedure – An employee who believes that the actions or words of an employee or non-employee have violated this policy, the employee should immediately **report the behavior,** in writing, to their immediate supervisor and the Director of Human Resources and any member of the Quality Assurance Committee (if desired). Refer to *Policy 505 Complaint Procedure and Investigations* for information regarding how to file a complaint and the Mission's investigation procedures.

Policy Violations – Any employee who violates this policy will be subject to corrective action, up to and including termination. Any patron, supplier, vendor, visitor and any other non-employee who violates this policy will be subject to remedial action, as determined by management.

504 Diversity and Fair Treatment

Policy Statement – The Rescue Mission recognizes the rich diversity of its employees and the varying cultures, backgrounds and experiences they each bring to the workplace. It is the policy of the Rescue Mission to promote a productive work environment in which all employees are treated with fairness, respect and dignity. The Mission will not tolerate harassment, bullying or discrimination of any kind in the workplace.

The Rescue Mission's commitment extends beyond simply reducing or preventing discrimination. Diversity means inclusion of all people, regardless of their cultures, backgrounds and experiences or the responsibilities they may have within the Mission. It is because of each person's differences that the Mission gains different points of view and new ideas that can improve service to our patrons, increase productivity and save money.

Employee Responsibilities – An employee is expected to treat coworkers, patrons, vendors, suppliers and other non-employees that the employee comes in contact with on the job with fairness, dignity and respect. The Mission prohibits any form of discrimination, bullying, harassment or other offensive behavior targeted towards an individual based on race, religion, creed, color, age, national origin, marital status, pregnancy, application to or present membership in the uniformed services, veteran status, arrest or conviction record, disability, genetic predisposition or carrier status, sexual orientation, domestic violence victim status or any other applicable legally protected class, status, or activity recognized by federal, state or local law.

Complaint Procedure – An employee, who believes that the actions or words of an employee or non-employee have violated this policy, should **report the behavior,** in writing, to the Director of Human Resources and their immediate supervisor immediately. Refer to *Policy 505 Complaint Procedure and Investigations* for information regarding how to file a complaint and the Mission's investigation procedures.

Policy Violations – Any employee who violates this policy will be subject to corrective action, up to and including termination. Any patron, supplier, vendor, visitor and any other non-employee who violates this policy will be subject to remedial action, as determined by management.

505 Complaint Procedure and Investigations

Policy Statement – The Rescue Mission takes all complaints of discrimination, harassment, sexual harassment, bullying and any other type of complaint seriously. A comprehensive complaint procedure has been developed to address any complaints received from employees and non-employees.

Reporting Policy Violations – An employee, who believes that the actions or words of a supervisor, coworker, patron, supplier, vendor, visitor or any other non-employee has violated the Mission's Equal Employment Opportunity, Harassment-Free Workplace, Reasonable Accommodations (ADA) and/or Diversity and Fair Treatment policies, should immediately **report the behavior,** in writing, to the Director of Human Resources and their immediate supervisor.

An employee who works any shift can file a complaint by calling the Director of Human Resources at (315) 735-1645 ext. 109 and contacting their immediate supervisor.

If a complaint involves a member of management, an employee should contact the Director of Human Resources, Executive Director and if necessary, the President of the Board of Directors immediately. An investigation will follow as stated below. Please refer to *Policy 1401 Employee Questions and Concerns.*

Investigation of Complaint – All complaints received are investigated promptly, thoroughly and in as impartial a manner as possible. An investigation generally involves talking with the parties involved as well as any witnesses. All employees are required to cooperate in an investigation.

Upon separation of employment, any unresolved disputes will be submitted to a "Christian Based Arbitrator" to manage the resolution process. Both parties will agree to be bound by the arbitrator's decision.

Confidentiality – An employee's confidentiality will be protected to the greatest extent possible, consistent with conducting a full investigation. However, the Mission cannot guarantee complete confidentiality.

Retaliation – The Rescue Mission will not retaliate, intimidate, coerce, threaten, discriminate, or otherwise take any adverse employment action against an employee who files a good faith complaint or who participates in an investigation. Likewise, the Mission prohibits an employee from retaliating against a coworker or non-employee for filing a complaint and/or participating in an investigation.

Policy Violations – Any employee who violates the Mission's Equal Employment Opportunity, Harassment-Free Workplace, ADA or Diversity and Fair Treatment policies, or who retaliates against a coworker or non-employee, will be subject to corrective action, up to and including termination.

Remedial Action – Any patron, supplier, vendor, visitor and any other non-employee who violates this policy will be subject to remedial action, as determined by management.

506 Continuation of Insurance Benefits (COBRA)

Policy Statement – The Consolidated Omnibus Budget Reconciliation Act, or COBRA, gives employees and covered dependents the opportunity to continue their group health coverage at group rates when it would otherwise be lost due to certain qualifying events, such as separation from employment, divorce, or death.

Eligibility – An individual is a "qualified beneficiary" who is eligible for COBRA continuation coverage if the individual is covered under a group health plan on the day before a qualifying event as either a covered employee, the spouse of a covered employee or a dependent child of a covered employee. A child who is born to, or placed for adoption with, the covered employee during a period of COBRA coverage is also a qualified beneficiary.

Cost – A qualified beneficiary who elects COBRA is responsible for the entire cost of the insurance premiums.

Qualifying Events – A qualified beneficiary has the option of electing COBRA continuation coverage for a limited period of time if any of the following qualifying events occur:

A 36-month continuation is available to covered spouses and dependents in the event of any of the following:

- If a covered employee separates from employment for any reason except gross misconduct or is no longer eligible to participate in the insurance plan due to a reduction in work hours;

- When a covered employee is on a leave of absence due to military service obligations (This applies only to employees whose military leave began after December 10, 2004);

- To a qualified beneficiary who is disabled, per a determination under the Social Security Act, or becomes disabled within the first 60 days of COBRA coverage.

- A covered employee's death;

- Divorce or legal separation from a covered employee;

- A covered dependent's loss of eligibility to participate in the insurance plan due to the covered employee becoming covered by Medicare as a result of total disability or choosing Medicare in place of the insurance plan at age 65; or

- A covered dependent ceases to be a "dependent child" as defined by the insurance plan.

Additional Information – Qualified beneficiaries receive detailed information about their right to COBRA continuation coverage at the time they enroll in the group health plan(s) and at the time of a qualifying event.

Change in Status – A covered employee or qualified beneficiary must provide written notice to the Plan Administrator when there is a legal separation, divorce or child's loss of dependent status. The Plan Administrator must also be notified of a second qualifying event or a social security disability determination which could extend the continuation coverage period. Notification must generally be provided to the Plan Administrator no later than 60 days from either the date of the qualifying event/disability determination or the date the qualified beneficiary would lose coverage due to such event. The Mission is not responsible for errors in coverage that result due to an employee's failure to provide timely notification to the Plan Administrator of such an event.

Questions – Full details regarding COBRA are available in the plan's Summary Plan Description (SPD) or by contacting the Director of Human Resources at 735.1645, extension 109.

507 Health Insurance Portability and Accountability Act (HIPAA)

Policy Statement – The Rescue Mission complies with all applicable regulations pertaining to the Health Insurance Portability and Accountability Act (HIPAA), both in its role as an employer and as a plan sponsor. The Mission provides benefits to eligible employees through a fully-insured medical insurance plan. The Mission does not receive Protected Health Information (PHI) about participants in the plan.

Plan Sponsor Responsibilities – As a plan sponsor, the Mission ensures that the insurance carriers and third party administrators it contracts with are in compliance with the HIPAA regulations.

Medical Certificate – A written certificate indicating prior medical insurance coverage is provided to a participant in the Mission's medical insurance plan at the time medical coverage is lost, when a COBRA notice is sent and at any time a request is received within 24 months of losing coverage.

Retaliation – The Mission will not retaliate against any employee for exercising the employee's rights under the HIPAA regulations.

508 Compliance Program

Policy Statement – Preventing and detecting fraud and abuse activities is an important responsibility of the Board of Directors, management and all employees. The Mission is committed to comply with all federal and state standards.

As such, the Mission has a Corporate Compliance Program to help ensure that the organization maintains a high level of honesty and ethical behavior in all aspects of its delivery of services and relationships with employees, non-employees, patrons and independent contractors. The intent of this program is that employees will be educated on the expectations to disclose, prevent and detect misconduct. All employees, non-employees and the Board of Director members are expected to understand and adhere to this Compliance Program.

This information is available to all employees on the Rescue Mission's network or a hard copy can be requested from the Director of Human Resources at 735.1645, extension 109.

management any Confidential Information to any person, inside or outside the Mission, other than where necessary for treatment of our patrons or to otherwise carry out the assigned responsibilities of the job. Employees are also expected to continue to keep Confidential Information confidential after leaving employment with the Mission. Employees who disclose Confidential Information will be subject to corrective action up to and including termination of employment.

Confidentiality/Non-Disclosure Agreement – As a condition of employment, employees may be required to sign a confidentiality/non-disclosure agreement at the time of hire or at the time of promotion or transfer to a sensitive position.

1004 Substance Free Workplace

Substance Free Workplace – The Rescue Mission is committed to maintaining a safe work environment that is free from the use, abuse or effects of alcohol, drugs or controlled substances. Employees have the right to work in an environment that is free from illegal drug or alcohol abuse or misuse. Employees who are under the influence of illegal drugs or alcohol may adversely affect other employees or the public at large. Employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

Prohibited Behavior – An employee is prohibited from possessing, using, selling, purchasing, storing, distributing, manufacturing or having alcoholic beverages, illegal drugs, a legal synthetic drug or substance which mimics the effects of an illegal drug, controlled substances or narcotics present in the employee's system when reporting to work, during working hours or at any time while conducting business-related activities. Drug paraphernalia, such as pipes and needles, are prohibited on Mission premises, at work sites and in vehicles being used for Mission business.

The Mission prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use or sale of illegal drugs or a synthetic drug or substance which mimics the effects of an illegal drug, when these activities adversely affect job performance, job safety and/or the Mission's reputation in the community.

Use of Prescription and Over-the-Counter Drugs – Prescription drugs must be in the possession of the individual to whom the prescription was written, taken in the dosage prescribed and maintained in their original containers. An employee is not allowed to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. An employee must inform their immediate supervisor of any prescription or legal, nonprescription (i.e., over-the-counter) drugs they are currently taking that could in any way affect or impair the employee's ability to perform their jobs safely. The legal use of prescribed and over-the-counter drugs is only permitted on the job if it does not impair an employee's ability to perform the job safely and it does not affect the safety or well being of other individuals in the workplace.

Reporting of Problems – Any observation or knowledge of an employee who is in a condition that impairs the employee's ability to perform job duties, presents a hazard to the safety and welfare of others or appears to otherwise be in violation of the Mission's substance free workplace policy should be reported immediately to the Director of Human Resources and their immediate supervisor.

Screening for Drug or Alcohol Use – All applicants who are selected for hire will be screened and tested to detect illegal substance abuse. If an applicant tests positive, the

offer may be rescinded. Any employee may be tested for alcohol or illegal drugs where reasonable suspicion that abuse, impairment or violation of this policy exists. All employees working in a sensitive environment are subject to random substance testing. Sensitive positions will be analyzed by the Executive Director on an annual basis to determine the positions eligible for testing. Testing will be conducted in accordance with applicable state or municipal regulation and will generally follow DOT regulations. An employee that agrees to take the test must sign a consent form authorizing such test and the Mission's use of the test results for purposes of administering its corrective action policy. It is a violation of this policy to refuse to consent to the test. Policy violations will result in corrective action, up to and including termination of employment. Tests are paid for by the Mission, and are the property of the Mission.

An employee who tests positive in a confirmed test for alcohol or controlled substances is subject to corrective action, up to and including termination of employment. In the event an employee is not immediately terminated for testing positive or for some other violation of this policy, the Mission, in its sole discretion, may allow the employee to return to work pursuant to the employee executing a written agreement acknowledging that:

1) The employee tested positive or otherwise violated this policy; and

2) In exchange for the Mission not terminating the employee for this instance of testing positive or otherwise violating this policy, the employee agrees to:

   a) Undergo rehabilitation, counseling or other activities prescribed by the Mission's EAP provider and/or a licensed medical professional;

   b) Undergo periodic, unannounced drug and/or alcohol testing for a set period; and

   c) Be subject to termination for any future violation of this policy.

An employee's participation in a treatment program does not prevent the Rescue Mission from administering a corrective action to the employee for violations of this or other Mission policies.

An employee who tests positive, admits to illegal drug or alcohol use or related misconduct, or voluntarily seeks assistance, and is not terminated, will not be allowed to return to work or continue working until the employee has been evaluated by a health care professional of the Rescue Mission's choice to determine if the employee can safely return to work.

Policy Violations – Violations of this policy will result in corrective action, up to and including termination. The possession, use, sale, purchase, storing, distribution or manufacture of illegal drugs shall also be brought to the attention of the appropriate law enforcement agency.

A more comprehensive "Substance-Free Workplace and Testing Policy" can be found on the Rescue Mission network or by contacting the Director of Human Resources at 735-1645, extension 109.

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF "THE RESCUE MISSION OF UTICA, NEW YORK"

Pursuant to Section 803 of the Not-for-Profit Corporation Law

The undersigned, President and Secretary of the Rescue Mission of Utica, New York hereby certify:

1. The name of the Corporation is: THE RESCUE MISSION OF UTICA, NEW YORK.

2. Its Certificate of Incorporation was filed by the Department of State on May 2, 1967 and the Corporation was formed under Chapter 309 of the laws of 1967. Heretofore and on the 1st day of September, 1905, there was filed in the Office of the Clerk of the County of Oneida, but not filed in the Office of the Secretary of State of the State of New York, the Certificate of Incorporation of "The Rescue Mission of Utica, New York." On May 2, 1967 an act of the legislature was duly passed and approved by the proper authorities, setting forth the above and directing that the Secretary of State file said Certificate of Incorporation and directing further that thereupon, "said Rescue Mission of Utica, New York, shall, in all respects, be a duly organized and existing membership corporation with the same force and effect as if the Certificate of Incorporation had been filed in the Department of State on the 1st day of September, 1905." Annexed hereto and marked "Exhibit A" is a certified copy of said Act of the Legislature and attached thereto is a certified copy of the Certificate of Change of Purposes dated June 22, 1966, and a Certificate of Amendment dated September 26, 1984.

STATE OF NEW YORK
OFFICE OF MENTAL HEALTH
ALBANY, NEW YORK

KNOW ALL PERSONS BY THESE PRESENTS;

Pursuant to the provisions of Section 31.22 of the Mental Hygiene Law and subdivision (q) of Section 404 of the Not-For Profit Corporation Law, approval is hereby given to the filing of the annexed Certificate of Amendment of the Certificate of Incorporation of

THE RESCUE MISSION OF UTICA, NEW YORK

This approval shall not be construed as an authorization for the corporation to engage in any activity for which the provisions of Article 31 of the Mental Hygiene Law requires an Operating Certificate issued by the Office of Mental Health unless said corporation has been issued such Operating Certificate; nor shall it be construed to eliminate the need for the said corporation to meet any and all of the requirements and conditions precedent set forth in Article 31 of such law and the regulations promulgated thereunder for the issuance of said Operating Certificate.

IN WITNESS WHEREOF this instrument is executed and the Seal of the State Department of Mental Hygiene is affixed this 3rd day of January, 1994.

Richard C. Surles, Ph.D., Commissioner

By: _____

Larry Chase, Director
Bureau of Inspection and Certification

2. Therefore, the Certificate of Incorporation is legally deemed filed in the Department of State on September 1, 1905. The Certificate of Incorporation was formed under Section 803 of the Not-for-Profit Corporation Law.

3. That the Corporation is a corporation as defined in Subparagraph (a) (5) of Section 102 (Definitions); the type of Corporation shall thereafter be Type B as defined under Section 201: If the corporate purposes are enlarged, limited, or otherwise changed, the type of corporation shall thereafter be under Section 201.

4. Reference is made to the aforesaid amendment heretofore accomplished, and the aforesaid change of purpose and change of number of Directors heretofore accomplished. Through this Certificate, the following is sought to be added as an amendment to the Certificate of Incorporation as an additional authorized purpose:

"To establish, own, operate and maintain a community residence or residences, providing a program of care, services, rehabilitation, home-like environment, and social activities for persons afflicted with mental illness."

5. The amendment of the Certificate of Incorporation was authorized by a vote of a majority of all members of the Board of the Rescue Mission of Utica, New York, entitled to vote thereon at a meeting of the members.

6. The Secretary of State is designated as agent of the Corporation upon whom process against it may be served, and the post office address within or without the State to which the Secretary of State shall mail a copy of any process against it served upon him is: 212 Rutger Street, Utica, New York 13501.

THE NEW YORK STATE OFFICE OF MENTAL HEALTH, BUREAU OF INSPECTION AND CERTIFICATION, 44 Holland Avenue, Albany, New York 12229, herewith gives formal approval to the filing with the Secretary of State of the foregoing Certificate of Amendment to the Certificate of Incorporation of The Rescue Mission of Utica, New York.

THE NEW YORK STATE OFFICE OF MENTAL HEALTH

BY:_____

I, a Justice of the Supreme Court in and for the Fifth Judicial District of the State of New York, do hereby approve the foregoing Certificate of Amendment of The Rescue Mission of Utica, New York.

Dated: _____, 1993

_____

JUSTICE OF THE SUPREME COURT

IN WITNESS WHEREOF, we have signed this Certificate this 10th day of September, 1993.

Frederick Griffin, President
(Print Name)

Frederick B. Griffin
(Signature)

Ann Canfield, Secretary
(Print Name)

Ann L. Canfield
(Signature)

STATE OF NEW YORK) COUNTY OF ONEIDA):SS

On this 10th day of September 1993 before me personally came Frederick B Griffin and Ann L. Canfield, to me known and known to me to be the persons described in and who executed the foregoing Certificate of Amendment and they thereupon duly acknowledged to me that they executed the same.

Notary Public, State of New York
County of Oneida, My Comm. Exp. 5/31/94

STATE OF NEW YORK, COUNTY OF ONEIDA):SS

David Sanders, being duly sworn, deposes and says that deponent is the Director and Executive of The Rescue Mission of Utica, New York, the corporation named in the within certificate; that deponent has read the foregoing Certificate of Amendment and knows the contents thereof; and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true. This verification is made by deponent because The Rescue Mission of Utica, New York is a Not-for-Profit Corporation. Deponent is an officer to wit, its Director. The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows: the records of the corporation.

The Corporation
Incorporated

THE RESCUE MISSION OF UTICA

by: David J. Sanders
Executive Director

Sworn to before me this 10th day
of September, 1993

Vincent L. Rossi

Notary Public, State of New York
County of Oneida, My Comm. Exp. 5/31/94

thereof are to be held solely in the State of New York.

In Witness Whereof, We have hereunto made, signed, acknowledged and filed this certificate in duplicate, this Thirty-first day of August, Nineteen Hundred and Five.

Campbell C. Hodges (L.S.)
Thomas J. Lennon, (L.S.)
Jas. A. Cashman, (L.S.)

State of New York, } ss:
County of Oneida. }

On this 31st day of August, 1905, before me, the subscriber, personally came Campbell C. Hodges, Thomas J. Lennon and James A. Cashman, to me known to be the same persons mentioned in and who executed the foregoing instrument and they severally acknowledged the execution thereof.

C. Lansing Jones, Notary Public,
Oneida Co., N.Y.

Recorded Sept 1, 1905 @ 4 P.M.

We, the undersigned, all being of full age and residents of the City of Utica, County of Oneida and State of New York, and being Directors of the Rescue Mission heretofore an unincorporated Association in said City of Utica, do hereby Certify:

That at a regular meeting of the said association duly convened and held pursuant to Section 5 of the Membership Corporations Law, the said directors by unanimous vote of all the members of said association present and voting at said meeting, were authorized and directed to incorporate said association for the same purposes as now pursued by the association aforesaid.

Now for the purpose of incorporating said association, we do further Certify, pursuant to Section 18 of the Membership Corporations Law.

First: That the name of said corporation shall be The Rescue Mission of Utica N.Y.

Second: That the purposes of said corporation are for the promotion of temperance in the use of alcoholic liquors and of charitable work for the poor.

Third: That the territory in which the operations of said corporation are to be principally conducted is the City of Utica, County of Oneida, State of New York.

Fourth: The principal office of said corporation is to be located in the City of Utica, County of Oneida, State of

RM.E15.

Fifth: That the number of the directors of said corporation shall be six (6), divided into three classes. The term of office of two of said directors and constituting one of said classes, shall be terminated each year.

Sixth: That the names and places of residence of the persons to be its directors until the first annual meeting of said corporation are as follows:

Name.	Place of Residence.
Israel N. Ferry,	Utica, N.Y.
Dana W. Bigelow,	Utica, N.Y.
Edward J. Millspaugh,	Utica, N.Y.
Ira Hopkins,	Utica, N.Y.
Henry W. Millar,	Utica, N.Y.
J. F. Maynard,	Utica, N.Y.

Seventh: That the Annual Meeting of said Corporation shall be held at the City of Utica aforesaid on the second Monday of March in each year.

In Witness Whereof, We have executed this Certificate in duplicate this Seventeenth day of February, Nineteen Hundred and Five.

Israel N. Ferry.
Dana W. Bigelow.
Edward J. Millspaugh.
Ira D. Hopkins.
Henry W. Millar.
J. F. Maynard.

State of New York,
Oneida County. } ss: On this 17th day of February, Nineteen Hundred and Five, before me, the subscriber, personally appear Israel N. Ferry and Dana W. Bigelow, to me known to be the same persons mentioned in and who executed the foregoing instrument and they severally acknowledged the execution thereof.

C. Fanning Jones, Notary Public,
Oneida Co, N.Y.

State of New York,
Oneida County. } ss: On this 21st day of February, Nineteen Hundred and Five, before me, the subscriber, personally appeared Edward J. Millspaugh, to me known to be the same persons mentioned in and who executed the foregoing instrument and they severally acknowledged the execution thereof.

David M. Morehead, Notary Public.

RM E16

State of New York,
Oneida County. } ss: On this 20th day of February, Nineteen Hundred and Five before me, the subscriber, personally

Cuccia Co., N. Y.

State of New York, } ss: On this 20th day of February, Nineteen
Cuccia County. } Hundred and Five, before me, the subscribe, personally
appeared Henry W. McClellan, to me known to be the same
person mentioned in and who executed the foregoing instru-
ment and they severally acknowledged the execution
thereof.

T. H. Birdseye, Notary Public.
Cuccia Co., N. Y.

State of New York, } ss: On this 24th day of February, Nineteen
County of Cuccia. } Hundred and Five, before me, the subscriber, personally
appeared L. F. Maynard, to me known to be the same person
mentioned in and who executed the foregoing instrument
and they severally acknowledged the execution thereof.

Geo. A. Monnier, Notary Public,
Cuccia Co., N. Y.

At a Special Term of the Supreme Court held at the
Court House in the City of Rome, County of Cuccia, on
the 4th day of March, Nineteen Hundred and Five.

Present, Hon. Wm. E. Scripture, Justice Presiding.

In the Matter of the Incorporation
of
the Rome Traction & Light Co., N. Y.

On reading the foregoing annexed certificate of in-
corporation, I hereby approve of the incorporation of the
Association therein mentioned, and direct that the certifi-
cate aforesaid be filed according to law.

W. E. Scripture, Justice Supreme Court.

Recorded Sept. 1, 1905, @ 4m P. M.

Treasurer's Office — State of New York.

Albany, Aug. 30, 1905.

Received from Cuccia Home Telephone Company
Twelve 50/100 Dollars, in full of tax of one-twentieth of one
per centum upon the Capital Stock of $35,000 of the above-named
company for the privilege of organization, pursuant to Chap-
ter 908, Laws of 1896 as amended.

Otto Kelsey,
Comptroller.

R. H. Davis,
Deputy Treasurer.

RM E17:

STATE OF NEW YORK

1905

Print 5673 Intro. 5387

as if filed Sept 1st 1909

IN ASSEMBLY

February 21, 1967

Introduced by Mr. BUCKLEY—read once and referred to the Committee on Ways and Means

AN ACT

To validate, legalize and continue the existence of the Rescue Mission of Utica, New York, as a membership corporation under the name of Rescue Mission of Utica, New York

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. A certificate of incorporation of the Rescue Mission of Utica, New York, as a society for benevolent purposes, having been heretofore on the first day of September, nineteen hundred five, filed in the office of the clerk of the county of Oneida, but not filed in the office of the secretary of state of the state of New York, and the said Rescue Mission of Utica, New York having thereafter continued to act in manner, from and substance as a membership corporation duly organized pursuant to the statutes of the state of New York regulating membership corporations, such corporation shall be deemed to be a valid membership corporation under the membership corporations law, upon the filing in the office of

EXPLANATION — Matter *in italics* is new; matter in brackets [ ] is old law to be omitted.

(5)

RM-E18

the department of state, within sixty days after this act takes effect, a copy of such certificate of incorporation, heretofore filed in the office of the clerk of the county of Oneida, and duly certified by said clerk, and the payment by said corporation to said department of state of the fee thereof as hereinafter prescribed.

§ 2. Upon payment by said corporation to the department of state of the state of New York of the total sum of forty dollars as the fee therefor, and delivery to the secretary of state for filing of a copy of the certificate of incorporation of said Rescue Mission of Utica, New York, duly certified by the clerk of the county of Oneida, the secretary of state of the state of New York shall file said certificate of incorporation and thereupon said Rescue Mission of Utica, New York shall, in all respects, be a duly organized and existing membership corporation with the same force and effect as if the certificate of incorporation had been filed in the department of state on the first day of September, nineteen hundred five.

§ 3. This act shall take effect immediately.

STATE OF NEW YORK
DEPARTMENT OF STATE
A TRUE COPY OF THE ORIGINAL
FILED IN THIS OFFICE ON

MAY - 2 1967

WITNESS MY HAND AND OFFICIAL SEAL OF THE DEPARTMENT OF STATE ON THE DATE AFORESAID.

John P. Lomenzo
SECRETARY OF STATE

Feb. 1984

Certificate of Amendment of the Certificate of Incorporation of
"THE RESCUE MISSION OF UTICA, N.Y."
Pursuant to Section 803 of the Not-for-Profit Corporation Law

The undersigned, President and Secretary of THE RESCUE MISSION OF UTIC N.Y., hereby certify:

1) The name of the corporation is THE RESCUE MISSION OF UTICA, N.Y.

2) Its Certificate of Incorporation was filed by the Department of State on May 2, 1967, and the corporation was formed under Chapter 309 of the Laws of 1967.

3) THE RESCUE MISSION OF UTICA, N.Y. is a corporation as defined in subparagraph A-5 of Section 102 of the Not-for-Profit Corporation Law, and is a Type B corporation as defined in Section 201 of that law.

4) The Secretary of State of the State of New York is hereby designat as agent of the corporation, upon whom process against it may be served. The Post Office Address to which the Secretary of State shall mail a copy of any proces against it served upon him is 203 Rutger Street, Utica, New York 13501.

5) Pursuant to the aforesaid Legislative Enactment, the date of incorporation of THE RESCUE MISSION OF UTICA, N.Y. is to be considered September 1, 1905.

6) The Certificate of Incorporation is further amended as follows:

(a) To add the following paragraph to its purposes --

ROSSI, ROSSI & HUGHES, P.C. ATTORNEYS AT LAW 1203 BANKERS TRUST BLDG. UTICA, NEW YORK 13501

RM E20

FOR COMMUNITY RESIDENTS, to establish, own, operate and maintain a community residence or residences, providing program of care, services, rehabilitation, home-like environment, and social activities for persons afflicted with the illness of alcoholism, alcohol abuses and significant others, and also for a sobering-up station or stations, to establish, own, operate and maintain sobering-up services, which include temporary shelter and care, to persons intoxicated as a result of alcohol ingestion.

7) The above amendments to the Certificate of Incorporation were authorized by a vote of a majority of all members of the Board of THE RESCUE MISSION OF UTICA, N.Y. entitled to vote thereon at a meeting of the members.

IN WITNESS WHEREOF, we have signed this Certificate this 26th day of September, 1984.

Benjamin J Fisher — President — Benjamin J Fisher
Print Name — Signature

Catherine Condemone — Secretary — Catherine Condemone
Print Name — Signature

STATE OF NEW YORK)
COUNTY OF ONEIDA) : ss
CITY OF UTICA)

On this 26th day of September, 1984, before me personally came Benjamin J Fisher and Catherine Condemone, to me known and known to be the persons described in and who executed the foregoing Certificate of Amendment, and they thereupon duly acknowledged to me that they executed the same.

Notary Public

RM E21

ROSSI & HUGHES, P.C. ATTORNEYS AT LAW 1208 BANKERS TRUST BLDG. UTICA, NEW YORK 13501

STATE OF NEW YORK
COUNTY OF ONEIDA ss:
CITY OF UTICA

On this 22nd day of June, 1966, before me personally came Benjamin J. Fisher and Leon J. Marlo tos, to me known and known to me to be the persons described in and who executed the foregoing certificate, and they thereupon duly acknowledged to me that they executed the same.

Marion L. Fisher
Notary Public, Oneida County
My Comm. Exp. 3/30/68

3

SEP 7 1966

RM E22

June 22 '66

Certificate of Change of Purposes and Change of Number of Directors of the Rescue Mission of Utica, N. Y., pursuant to Section 30 of the Membership Corporations Law.

We, Benjamin J. Fisher and Leon J. Marketos, being the President and Secretary of the Rescue Mission of Utica, N. Y., Certify:

1. The name of the Corporation is the Rescue Mission of Utica, N. Y.

2. The Certificate of Incorporation was filed in the office of the Oneida County Clerk on the 1st day of September, 1905.

3. The purposes, powers or provisions to be eliminated are:

"That the purposes of said Corporation are for the promotion of temperance in the use of alcoholic liquors and of charitable work for the poor."

The purposes, powers or provisions to be substituted for the foregoing are:

"That the purposes of said corporation shall be of a charitable nature and specifically to carry out work for the poor, underprivileged, oppressed and those requiring spiritual rehabilitation by establishing and maintaining in Utica, New York a shelter for men and the taking and holding of property and the application thereof to the aforesaid purposes.

That the net income of the corporation shall not enure in whole or in part to the benefit of any individual; that the corporation shall not participate or intervene in any political campaign or in bdhalf of any candidate for public office; that it shall not, by any substantial part of its activities, attempt to influence legislation by propaganda or otherwise; and in the event of its dissolution, all remaining assets shall go to a tax exempt organization with the same or similar purposes."

4. The number of Directors previously authorized is six. The number of Directors as increased by this Certificate shall hereafter be not less than three or more than fifteen.

In Witness Whereof, we have made, subscribed and acknowledged this Certificate this 22nd day of June, 1966.

President

Secretary

FILED
ONEIDA CO. CLERK
1967 JUL -3 AM 9:46

RECEIVED
SEP 7 1966

RM E23

VERIFICATION

STATE OF NEW YORK)
COUNTY OF ONEIDA) : ss

BENJAMIN J. FISHER and CATHERINE CARDAMONE, being duly sworn, depose and say that they are the President and Secretary, respectively, of THE RESCUE MISSION OF UTICA, N.Y., the corporation named in and described in the foregoing certificate. That they have read the foregoing certificate and know the contents thereof, and that the same is true of their own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters they believe it to be true.

X Benjamin J Fisher
BENJAMIN J. FISHER

X Catherine Cardamone
CATHERINE CARDAMONE

Sworn to before me this 22nd day of February, 1985.

Notary Public, State of New York

RM E24

STATE OF NEW YORK
COUNTY OF ONEIDA ss:
CITY OF UTICA

BENJAMIN J. FISHER, and LEON J. MARKETOS, being duly sworn, depose and say, and each for himself deposes and says, that he, Benjamin J. Fisher, is the President of the Rescue Mission of Utica, N. Y., and he, Leon J. Marketos, is the Secretary thereof; that they have been duly authorized to execute and file the foregoing Certificate of Change of Purposes and of Increase of the Number of Directors by the concurring vote of a majority of the members of the Corporation present at a Special Meeting held on the 22nd day of June, 1966, upon notice pursuant to Section 43 of the Membership Corporations Law.

Benjamin J. Fisher
President

Leon J. Marketos
Secretary

Subscribed and sworn to before me this 22nd day of June, 1966.

Margaret L. Deacon
Notary Pub, Oneida County
My Comm Expr 3/30/68

RM E25

TO THE SUPREME COURT OF THE STATE OF NEW YORK.

STATE OF NEW YORK
COUNTY OF ONEIDA ss:
CITY OF UTICA

LEON J. MARKETOS, being duly sworn, deposes and says that he is one of the attorneys for The Rescue Mission of Utica, N. Y.; that no previous application has been made to any Court or Judge for the relief or approval sought herein.

Leon J. Marketos

Sworn to before me this 22nd day of June, 1966.

Francis R. Dehler
Notary Public, Oneida Co.
My Comm. Exp. 3/30/68

I, a Justice of the Supreme Court in and for the Fifth Judicial District of the State of New York, do hereby approve the foregoing Certificate of Change of Purposes and Change of Number of Directors of the Rescue Mission of Utica, N. Y.

Dated: December 7, 1966.

Richard J. Cardamone
Justice of the Supreme Court

State of New York—Department of Social Welfare

CERTIFIED COPY

State Board of Social Welfare

Albany

Know all Men by These Presents:

At a meeting of the State Board of Social Welfare, held on the eighteenth day of October, 1966, due inquiry and investigation having been made, the Board approved the proposed Certificate of Change of Purposes and Change of Number of Directors of THE RESCUE MISSION OF UTICA, N. Y., pursuant to Section 30 of the Membership Corporations Law of the State of New York.

FILED
ONEIDA CO. CLERK
1967 JUL -3 AM 9:46

617267

In Witness Whereof, the State Board of Social Welfare has caused these presents to be signed in accordance with the provisions of the statutes and its by-laws, and the official seal of the Board and of the Department to be hereunto affixed, this nineteenth day of October, in the year one thousand nine hundred and sixty-six.

Secretary

WT-103 (Rev. 5/62)-1M
(1181-472)

RESCUE MISSION
OF
UTICA, INC. &
AFFILIATES

For the Year Ended
December 31, 2018

CONSOLIDATED
FINANCIAL
STATEMENTS
AND
CONSOLIDATING
SCHEDULES

RESCUE MISSION OF UTICA, INC. & AFFILIATES

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D'Arcangelo & Co., LLP
Certified Public Accountants & Consultants

200 E. Garden St., P.O. Box 4300, Rome, N.Y. 13442-4300
315-336-9220 Fax: 315-336-0836

Independent Auditor's Report

To the Board of Directors of
Rescue Mission of Utica, Inc. & Affiliates

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of the Rescue Mission of Utica, Inc. & Affiliates (not-for-profit corporations) (together, the "Organization"), which comprise the consolidated statements of financial position as of December 31, 2018 and 2017, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We did not audit the financial statements of the West Street Apartments LLC. Those statements were audited by another auditor whose report has been furnished to us, and our opinion insofar as it relates to the amounts included for the West Street Apartments LLC is based solely on the report of the other auditor. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Rescue Mission of Utica, Inc. & Affiliates as of December 31, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter – New Accounting Standard

As discussed in Note 1 to the financial statements, the Organization adopted FASB ASU 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addressed the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to the December 31, 2017 presentation. Our report is not modified with respect to this matter.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplemental consolidating information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

D'Arcangelo + Co., LLP

May 21, 2019

Rome, New York

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
December 31, 2018 and 2017

	2018	2017
Assets		
Current Assets		
Cash and Cash Equivalents	$ 1,430,374	$ 744,964
Cash -Tenant Security Deposits	17,034	0
Grants Receivable	348,374	307,868
Accounts Receivable	163,464	126,407
Other Receivable	32,439	25,621
Food Inventory	16,886	15,225
Prepaid Expenses	52,742	46,589
Total Current Assets	2,061,313	1,266,674
Property		
Construction in Progress	214,186	8,398,571
Property and Equipment	20,726,438	8,697,294
Total Property	20,940,624	17,095,865
Accumulated Depreciation	6,848,009	6,264,974
Net Property	14,092,615	10,830,891
Investments		
Uncommitted	643,405	1,184,698
Nonqualified Deferred Compensation	42,552	55,621
Total Investments	685,957	1,240,319
Other Assets		
Intangible Assets	136,706	50,280
Accumulated Amortization	38,320	16,759
Net Intangible Assets	98,386	33,521
Asset Held and Used	25,000	0
Cash - Representative Payee Program	2,602,728	2,430,365
Escrow - Representative Payee Program	(2,602,728)	(2,430,365)
Total Other Assets	123,386	33,521
Total Assets	$ 16,963,271	$ 13,371,405
Liabilities and Net Assets and Member's Equity		
Current Liabilities		
Accounts Payable	$ 567,783	$ 1,364,583
Accrued Payroll	229,491	217,366
Retainage Payable	0	343,390
Accrued Expenses	30,856	145,944
Tenant Security Deposits	17,034	0
Line of Credit	252,704	227,481
Accrued Retirement	42,552	55,621
Deferred Revenue	271,813	40,000
Current Portion of Development Fee Payable	443,880	0
Current Portion of Long-Term Debt	194,738	184,584
Total Current Liabilities	2,050,851	2,578,969
Long-Term Liabilities		
Unamortized Debt Issuance Costs	(13,480)	0
Long-Term Debt, Less Current Portion	9,219,530	7,555,840
Total Long-Term Liabilities	9,206,050	7,555,839
Total Liabilities	11,256,901	10,134,809
Net Assets and Member's Equity		
Member's Equity	4,211,759	1,389,388
Net Assets		
Without Donor Restriction	1,469,993	1,669,483
Designated by Board	0	153,184
Total Net Assets Without Donor Restrictions	1,469,993	1,822,667
Net Assets With Donor Restrictions	24,618	24,541
Total Net Assets	1,494,611	1,847,208
Total Net Assets and Member's Equity	5,706,370	3,236,596
Total Liabilities and Net Assets and Member's Equity	$ 16,963,271	$ 13,371,405

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES
For the Years Ended December 31, 2018 and 2017

	2018	2017
Grant Revenue and Support		
Program Revenues		
Enriched Single Room Occupancy Program	$ 1,345,482	$ 1,353,868
Addictions Stabilization Center Program	1,604,724	1,133,763
Emergency Shelter Program	466,623	353,700
Representative Payee Program	400,891	412,232
Parker House Men in Residence Program	246,397	161,551
Peer Advocate Program	144,550	100,985
ESSHI	105,578	0
Other Grants	445,693	447,527
Total Program Revenues	4,759,938	3,963,626
Other Revenue and Support		
Contributions	1,216,490	1,243,142
Capital Grants - ACC/ESRO Debt	291,042	291,042
Special Events	93,631	77,512
Investment Income Gain	(31,944)	179,033
(Loss) on Disposition of Assets	(14,019)	(2,748)
Rental Income	226,511	0
Commercial Rent	3	0
Asset Impairment	(37,880)	0
Miscellaneous Revenue	7,576	8,893
Total Support	1,751,410	1,796,874
Total Grant Revenue and Support	6,511,348	5,760,500
Net Assets Released from Restrictions		
Satisfaction of Restrictions	0	77
Total Grant Revenue and Support and Net Assets Released from Restrictions	6,511,348	5,760,577

(Continued)

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES
For the Years Ended December 31, 2018 and 2017

(Continued)

	2018	2017
Expenses		
Program Service Expenses		
Enriched Single Room Occupancy Program	1,459,854	1,433,663
Addictions Stabilization Center Program	1,649,964	1,381,740
Community Services Program	599,747	564,460
Food Service Program	552,313	504,735
Emergency Shelter Program	484,194	376,531
Representative Payee Program	422,904	391,846
Parker House Men in Residence Program	397,383	348,653
Peer Advocate Program	139,550	97,382
ESSHI Program	102,310	0
Total Program Expenses	5,808,219	5,099,010
West Street Apartments LLC	983,203	0
Management and General Expenses	817,521	725,800
Fundraising	370,815	360,969
Total Expenses	7,979,758	6,185,779
(Decrease) in Unrestricted Net Assets	(1,468,410)	(425,202)
Changes in Temporarily Restricted Net Assets		
Interest Income	77	0
Net Assets Released from Program and Other Restrictions	0	(77)
Increase (Decrease) in Temporarily Restricted Net Assets	77	(77)
(Decrease) in Net Assets	(1,468,333)	(425,279)
Net Assets and Member's Equity, Beginning of Year	3,236,596	3,581,061
Member Capital Contributions	3,938,107	80,814
Net Assets and Member's Equity, End of Year	$ 5,706,370	$ 3,236,596

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended December 31, 2018

	Program Services										Supporting Services			
	Enriched Single Room Occupancy Program	Addictions Stabilization Center Program	Peer Advocate Program	Emergency Shelter Program	Parker House Men in Residence Program	ESSHI Program	Representative Payee Program	Community Services Program	Food Service Program	Total Program Services	Management and General	Fundraising	West Street Apartments LLC	Total
Functional Expenses														
Personnel Services														
Salaries and Wages	$ 680,309	$ 739,962	$ 69,112	$ 225,893	$ 192,029	$ 38,648	$ 304,823	$ 226,920	$ 222,659	$ 2,700,355	$ 406,106	$ 74,584	$ 81,445	$ 3,262,490
Fringe Benefits	137,118	120,542	6,363	55,105	41,875	8,135	48,464	42,045	38,497	498,144	67,061	5,777	4,010	574,992
Pension	3,474	3,510	0	1,991	640	0	1,671	633	1,023	12,942	16,090	230	0	29,262
Total Personnel Services	820,901	864,014	75,475	282,989	234,544	46,783	354,958	269,598	262,179	3,211,441	489,257	80,591	85,455	3,866,744
Other Expenses														
Supplies	36,489	44,205	0	14,815	24,432	0	20,367	185,304	482,574	808,186	15,065	27,022	8,669	858,942
Utilities	76,267	21,074	6,712	20,694	17,535	0	10,247	16,760	26,608	195,897	27,112	793	45,799	269,601
Outside Services	115,484	533,821	34,443	31,576	32,313	0	16,217	6,499	27,511	797,864	135,961	17,645	0	951,470
Space Cost	0	0	0	0	0	38,374	0	1	0	38,375	0	0	14,515	52,890
Fundraising/Public Relations	0	0	18,511	0	0	0	0	11,620	0	30,131	61,425	203,442	0	294,998
Depreciation and Amortization	6,290	17,709	0	20,881	18,268	0	6,414	7,958	14,335	91,855	21,792	700	388,346	502,693
Depreciation - NYS Funded	192,134	50,322	0	0	0	0	0	0	0	242,456	0	0	0	242,456
Insurance	18,262	10,074	1,335	5,919	5,994	0	7,262	5,349	4,491	58,686	12,471	252	22,877	94,286
Minor Equipment	980	971	0	1,375	3,782	0	0	20,725	0	27,833	780	0	0	28,613
Professional Expenses	0	0	0	0	0	0	0	0	0	0	57,942	36,961	18,690	113,593
Staff Development	1,108	1,319	2,044	169	354	0	3,308	1,491	307	10,100	10,609	54	0	20,763
Repairs and Maintenance	64,174	25,085	0	13,432	20,338	0	1,811	3,661	18,331	146,832	(74,508)	0	19,506	91,830
Vehicle Expenses	7,168	1,660	0	250	250	0	0	0	5,257	14,585	5,950	0	0	20,535
Interest - NYS Funded	106,458	0	0	0	0	0	0	0	0	106,458	13,572	0	0	120,030
Interest	0	0	0	0	0	0	0	0	0	0	0	0	337,702	337,702
Service Fee	0	0	0	0	0	0	0	0	0	0	0	0	12,500	12,500
Miscellaneous	14,139	79,710	1,030	92,094	39,573	17,153	2,320	70,781	(289,280)	27,520	40,093	3,355	29,144	100,112
Total Other Expenses	638,953	785,950	64,075	201,205	162,839	55,527	67,946	330,149	290,134	2,596,778	328,264	290,224	897,748	4,113,014
Total Functional Expenses	$ 1,459,854	$ 1,649,964	$ 139,550	$ 484,194	$ 397,383	$ 102,310	$ 422,904	$ 599,747	$ 552,313	$ 5,808,219	$ 817,521	$ 370,815	$ 983,203	$ 7,979,758

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended December 31, 2017

	Program Services									Supporting Services		
	Enriched Single Room Occupancy Program	Addictions Stabilization Center Program	Peer Advocate Program	Emergency Shelter Program	Parker House Men in Residence Program	Representative Payee Program	Community Services Program	Food Service Program	Total Program Services	Management and General	Fundraising	Total
Functional Expenses												
Personnel Services												
Salaries and Wages	$ 715,004	$ 746,975	$ 74,102	$ 184,295	$ 186,992	$ 283,290	193,272	$ 212,271	$ 2,596,201	$ 431,175	$ 91,397	$ 3,118,773
Fringe Benefits	150,754	109,420	11,589	43,559	33,304	44,568	35,138	41,181	$ 469,513	74,059	7,494	551,066
Pension	3,548	2,531	159	1,350	32	1,078	321	972	9,991	13,418	854	24,263
Total Personnel Services	869,306	858,926	85,850	229,204	220,328	328,936	228,731	254,424	3,075,705	518,652	99,745	3,694,102
Other Expenses												
Supplies	28,720	26,167	100	9,418	20,442	23,012	203,933	428,903	740,695	12,405	35,059	788,159
Utilities	76,613	17,350	7,278	13,442	13,667	6,354	10,106	26,832	171,642	16,068	942	188,652
Outside Services	48,097	267,313	0	3,456	16,738	6,837	11,760	24,483	378,684	69,074	6,301	454,059
Fundraising/Public Relations	0	0	3,241	0	0	0	3,722	0	6,963	54,809	180,924	242,696
Depreciation	30,290	17,235	0	15,357	14,697	8,199	10,135	14,141	110,054	24,360	700	135,114
Depreciation - NYS Funded	180,006	49,653	0	0	0	0	0	0	229,659	0	0	229,659
Insurance	18,683	9,916	0	3,295	4,802	5,433	2,678	4,462	49,269	12,229	263	61,761
Minor Equipment	3,168	35,942	0	674	987	1,347	1,742	966	44,826	3,484	0	48,310
Professional Expenses	0	0	0	0	0	0	0	0	0	25,764	36,432	62,196
Staff Development	219	742	913	64	413	4,128	4,089	347	10,915	8,549	458	19,922
Repairs and Maintenance	42,011	32,127	0	13,320	12,829	4,686	9,691	16,561	131,225	(78,479)	0	52,746
Vehicle Expenses	8,029	2,913	0	51	0	0	0	7,357	18,350	5,621	0	23,971
Interest - NYS Funded	116,081	0	0	0	0	0	0	0	116,081	16	0	116,097
Miscellaneous	12,440	63,456	0	88,250	43,750	2,914	77,873	(273,741)	14,942	53,248	145	68,335
Total Other Expenses	564,357	522,814	11,532	147,327	128,325	62,910	335,729	250,311	2,023,305	207,148	261,224	2,491,677
Total Functional Expenses	$ 1,433,663	$ 1,381,740	$ 97,382	$ 376,531	$ 348,653	$ 391,846	$ 564,460	$ 504,735	$ 5,099,010	$ 725,800	$ 360,969	$ 6,185,779

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2018 and 2017

	2018	2017
Cash Flows from (Used by) Operating Activities		
Change in Net Assets	$ (1,468,333)	$ (425,279)
Adjustments for Noncash Transactions		
Depreciation	723,588	348,014
Amortization	21,561	16,759
Capital Grants for Mortgage Principal	(184,584)	(174,961)
Realized and Unrealized Loss (Gain) on Investments	66,263	(150,205)
Loss on Disposition of Assets	14,019	2,748
Loss on Impairment	37,880	0
Debt Issuance Cost	67,403	0
Grants Receivable	(40,506)	82,729
Accounts Receivable	(37,057)	(126,407)
Other Receivable	(6,818)	(15,806)
Food Inventory	(1,661)	2,090
Prepaid Expenses	(6,153)	3,812
Increase (Decrease) in Liabilities		
Accounts Payable	(796,800)	1,143,562
Deferred Revenue	231,813	40,000
Development Fee Payable	443,880	0
Accrued Retirement	(13,069)	(2,840)
Accrued Payroll	12,125	(26,176)
Accrued Expenses	(115,088)	145,944
Retainage Payable	(343,390)	319,374
Net Cash Flows from (Used by) Operating Activities	(1,394,927)	1,183,358
Cash Flows from (Used by) Investing Activities		
Cash Payments for Purchase of Property and Equipment	(4,152,829)	(7,291,665)
Proceeds From Disposition of Property	90,618	0
Acquisition of Intangibles	(86,426)	(11,600)
Proceeds from the Sale of Investments	733,696	412,858
Purchase of Investments	(245,597)	(173,868)
Net Cash Flows (Used by) Investing Activities	(3,660,538)	(7,064,275)
Cash Flows from (Used by) Financing Activities		
Capital Contributions Received	3,938,107	80,814
Repayment of Long-Term Borrowings	(1,000,000)	0
Proceeds from Long-term Debt	2,777,545	5,564,737
Line of Credit, Net	25,223	227,481
Net Cash Flows from Financing Activities	5,740,875	5,873,032
Net Increase (Decrease) in Cash and Cash Equivalents	685,410	(7,885)
Cash and Cash Equivalents, Beginning of Year	744,964	752,849
Cash and Cash Equivalents, End of Year	$ 1,430,374	$ 744,964
Supplemental Cash Flow Disclosure		
Cash Paid During the Year For		
Interest Paid by West Street Apartments LLC	$ 305,645	$ 0
Non-Cash Transactions During the Year For		
Capital Grants for Mortgage Principal	$ 184,584	$ 174,961
Capital Grants for Interest Expense	$ 120,030	$ 116,097
In-Kind Donations	$ 518,312	$ 463,465

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Operations

The Rescue Mission of Utica, Inc. was founded in 1890 and incorporated in 1905. It is a Christian ministry which endeavors to assess and unconditionally meet the physical, emotional, and spiritual needs of people who come for assistance. The Organization provides services in the Mohawk Valley region. It provides residential and support services to homeless and less fortunate individuals through our Emergency Shelter, Parker House After Care Program, Enriched Living Center and Addictions Stabilization Center. It also provides vital community supports through our Representative Payee Program, Peer Advocacy Program, Food Service Program including our Food Pantry, Clothing Ministry and Learning Center.

Principles of Consolidation

The accompanying consolidated financial statements include the financial position, operating activities, and cash flows of the Rescue Mission of Utica, Inc. and its affiliates, Mercy Abounds Ministries, LLC and West Street Apartments, LLC.

Mercy Abounds Ministries, LLC was formed during 2015 as a New York limited liability company. The Company's sole member is the Rescue Mission of Utica, Inc. The primary purpose is to be the managing member for the West Street Apartments building that completed construction in February 2018.

West Street Apartments, LLC was formed in 2016 as a New York limited liability company. The primary purpose is to acquire property, construct a building to provide 42 rental units in the community that will provide affordable housing for low-income working families as well as supportive services for formerly homeless families in Utica's Cornhill neighborhood. The Company is funded by and subject to significant operating and regulatory agreements/restrictions of the:

1. New York State Division of Housing and Community Renewal (NYCHR) loan and regulatory agreements through 2046.
2. US Department of Housing and Urban Development requirements related to the HAP Contract under the HUD Section 8 Program (minor) through 2033;
3. CNYS COC Tenant Rental Assistance Housing/Services Agreement and the requirements of the Empire State Supportive Housing Initiative Award;

The Organization has an Operating Agreement and Plan with the investor and New York State Homes and Community Renewal agency. Mercy Abounds Ministries, LLC is a managing member and will provide a rental manager and maintenance staff for West Street Apartments.

The financial statements for the West Street Apartments, LLC are available at the Rescue Mission of Utica, Inc.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

All significant intercompany accounts and transactions have been eliminated in consolidation. The affiliate has interrelated directors/trustees and shares common facilities and personnel.

Basis of Presentation

The Organization prepares financial statements in accordance with the Financial Accounting Standards Board (FASB) standards for not-for-profit organizations (ASC 958-205 and subsections). During 2018, the Organization adopted the provisions of Accounting Standards Update ("ASU") 2016-14: Not-for-Profit-Entities (Topic 958) Presentation of Financial Statements of Not-for-Profit Entities, which improves the current net asset classification and the related information presented in the consolidated financial statements and notes about the Organization's liquidity, financial performance, and cash flows. The member's equity represents the equity of the West Street Apartments, LLC.

Contributions and Donations

Support that is restricted by the donor is reported as an increase in net assets without restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with restrictions are reclassified to net assets without restrictions and reported in the Consolidated Statement of Activities as net assets released from restrictions.

Donations other than cash are recorded at fair market value at the date of the gift.

No amounts have been reflected in the financial statements for donated services. Many individuals volunteer their time and perform a variety of tasks that assist the Organization. These contributed services do not meet the recognition criteria of generally accepted accounting principles.

Program Revenues

Revenues are reported at the estimated net realizable amounts from participants, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Programs operated are subject to audit. Retroactive adjustments and audit adjustments, if any, are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Rental Income

West Street Apartments, LLC

Rental income is recognized as rentals become due. Rental payments received in advance are deferred until earned. All residential leases between the Company and the residential tenants of the property are typically for one year or less and classified as operating leases.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting year. Actual results could differ from those estimates.

Net Assets

Financial statement presentation follows the requirements of the Financial Accounting Standards Board. Under these provisions, net assets and revenues, expenses, gains and losses are classified based on the existence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed stipulations.

Net Assets With Donor Restrictions - Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Organization and/or the passage of time. At December 31, 2018 and 2017, net assets with donor restrictions were $24,618 and $24,541, respectively.

Expense Allocation

The costs of providing various programs and other activities have been summarized on a functional basis in the Statements of Activities and in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Other expenses have been allocated as follows:

Expense	Method of Allocation
Salaries and Benefits	Time and Effort
Occupancy Costs	Square Footage
Depreciation	Time and Effort

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For purposes of the Consolidated Statements of Cash Flows, the Organization uses the indirect method of reporting net cash flows from operating activities, and considers all deposits in checking, savings, short term certificates of deposit, and money market accounts in financial institutions to be cash equivalents.

Grants and Accounts Receivable

Rescue Mission of Utica, Inc.

The Organization considers its receivables, which are recorded at cost, to be fully collectible at year-end; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

West Street Apartments, LLC

The Company records accounts receivable in the balance sheet at the amount invoiced to the tenant or government agency adjusted for an allowance for doubtful accounts. The allowance for doubtful accounts is periodically estimated by management and includes all tenant accounts for which it appears there will be a problem with collection. Individual tenant receivables are deemed uncollectible and written off once reasonable collection efforts have been made or when the respective tenant is deceased. The Company does not have a material concentration of credit risk, with respect to accounts receivable, due to the generally short payment terms (i.e. rent is due at the beginning of the service month). In addition, the allowance for doubtful accounts is not significant.

Investment Valuation and Income Recognition

Investments are recorded at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. See Note 5 for discussion of fair value measurements.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net investment income in the Consolidated Statements of Activities includes the Organization's gains and losses on investments bought and sold as well as held during the year. See Note 4 for a detail of the net investment income.

Property and Equipment

Rescue Mission of Utica, Inc.

Property and equipment are stated at cost or the fair market value at date of donation. Major additions and improvements to property and equipment in excess of $2,500 are capitalized, while maintenance and repairs, which do not improve or extend the life of respective assets, are expensed.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Organization increased its capitalization threshold from $1,000 to $2,500 effective January 1, 2018.

Provisions for depreciation are made using the straight-line method, based upon the following estimated useful lives of the assets:

Buildings	25- 30 years
Building and Land Improvements	10- 15 years
Equipment	3- 10 years
Vehicles	5 years

West Street Apartments, LLC

Rental property and equipment are stated at cost (and includes $129,840 of interest that was capitalized in 2018). Depreciation is calculated using straight-line and accelerated methods over the estimated useful lives of the related assets as follows:

Buildings, Improvements & Components	40 years
Land Improvements	15 years
Equipment, Furniture and Fixtures	5 years

The title to the property is held in the name of West Street Apartments Housing Development Fund Corporation, a not-for-profit corporation organized under the laws of the State of New York, on behalf of the Company which has the equitable interest therein. The title holder is an affiliate of the managing member of the Company.

Improvements are capitalized, while expenditures for maintenance and repairs are charged to expense as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related cost and accumulated depreciation. The resulting gains and losses are reflected in the Consolidated Statements of Activities.

The company reviews its investments in real estate for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. Recoverability is measured by a comparison of the carrying amount of real estate to the future net undiscounted cash flow expected to be generated by the rental property including the low-income housing tax credits and any estimated proceeds from the eventual disposition of the real estate. If the real estate is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of real estate exceeds the fair value of such property. There were no impairment losses recognized in 2018 or 2017.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Intangible Assets

Rescue Mission of Utica, Inc.

Intangible Assets include software costs and these assets are amortized utilizing the straight-line method over periods ranging from 2-3 years. Amortization expense for intangible assets for the years ended December 31, 2018 and 2017 was $16,760 and $16,759, respectively.

West Street Apartments, LLC

Intangible Assets include tax credit fees aggregating $86,426, which are amortized on the straight-line method over fifteen years.

Reclassifications

Certain amounts in the prior-year consolidated financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements. Net assets and changes to net assets are unchanged due to the reclassifications.

Income Taxes

The Organization qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, has no provision for Federal income taxes. The Organization has also been determined to be other than a private foundation, as it is an organization described in Section 509(a)(1) of the Internal Revenue Code.

Mercy Abounds Ministries, LLC is considered a disregarded entity and is not subject to income taxes. Consequently, no provision for income taxes is required in the accompanying consolidated financial statements.

The West Street Apartments, LLC does not pay Federal or State income taxes on its income. Instead, the Company's income, deductions and other income tax attributes are reported to each member, based on their respective ownership, and included in their respective income tax returns. The Company adopted the provisions of Financial Accounting Standards Board Accounting Standards Codification pertaining to accounting for uncertainty in income taxes. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. Any interest and penalties assessed to the Company are recorded in operating expenses ($0 for each of the years ended December 31, 2018 and 2017).

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities.* The update addressed the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to the December 31, 2017 presentation.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Future Accounting Pronouncements

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU will supersede most current revenue recognition guidance, including industry-specific guidance. The core principle of the new guidance is that an entity will recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard provides a five-step analysis of transactions to determine when and how revenue is recognized. Other major provisions include the capitalization and amortization of certain contract costs, ensuring the time value of money is considered in the transaction price, and allowing estimates of variable consideration to be recognized before contingencies are resolved in certain circumstances. Additionally, the guidance requires disclosures related to the nature, amount, timing, and uncertainty of revenue that is recognized. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606)*, which changed the effective dates of ASU 2014-09. For the Organization, the provisions of ASU 2014-09 are now effective for annual reporting periods beginning after December 31, 2018. Transition to the new guidance may be done using either a full or modified retrospective method. The Organization is currently evaluating the full effect that the adoption of this standard will have on the consolidated financial statements.

NOTE 2 LIQUIDITY AND AVAILABILITY OF FUNDS

The Organization's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are as follows:

	2018	2017
Cash—Operating	$ 1,430,374	$ 744,964
Accounts Receivable		
Grants	348,374	307,868
Funding	163,464	126,407
Miscellaneous	32,439	25,621
Total financial assets available to meet general expenditures within the next 12 months	$ 1,974,651	$ 1,204,860

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To help manage unanticipated liquidity needs, the Organization has committed lines of credit in the amount of $298,766, which it could draw upon.

Additionally, the Organization has long-term investments in the amount of $685,957 and $1,240,319 at December 31, 2018 and 2017, respectively. Although the Organization does not intend to spend from its long-term investments, amounts could be made available if necessary. (see Note 4 for disclosures about investments).

NOTE 3 CONCENTRATIONS OF CREDIT RISK

Major Funding Sources

The Mission's primary program funding sources are from contributions and third-party reimbursement agreements with state and local government agencies.

Cash and Cash Equivalents

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of cash and investments. The Organization places its cash with financial institutions and limits the amount of credit exposure to any one financial institution. From time to time throughout the year, cash balances can exceed the Federal Deposit Insurance Corporation (FDIC) coverage. Management believes that it is not exposed to any significant risk with respect to these accounts.

Cash and cash equivalents exceeding federally insured limits of $250,000 per institution totaled $345,647 and $242,095 at December 31, 2018 and 2017, respectively. This amount does not include the accounts for the Representative Payee Program because those accounts are fully insured by FDIC by participant. The Organization does not require additional collateral.

NOTE 4 INVESTMENTS

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the Organization's consolidated Statement of Financial Position. Investments have been classified as non-current since it is the intent, although not formally expressed by the Board of Directors, not to use these assets to support current operations.

NOTE 4 INVESTMENTS (Continued)

Investments are recorded at fair value based upon independent quotations. Investments consisted of the following at December 31, 2018 and 2017, respectively:

For the Year Ended December 31, 2018

Investments	Market Value	Cost	Unrealized Gain(Loss)
Cash and Cash Equivalents	$ 5,055	$ 5,055	$ 0
Mutual Funds	361,156	376,876	(15,720)
Equities	319,746	310,132	9,614
Totals	$ 685,957	$ 692,063	$ (6,106)
Uncommitted	$ 643,405	$ 649,059	$ (5,654)
Nonqualified Deferred Compensation	42,552	43,004	(452)
Total Investments	$ 685,957	$ 692,063	$ (6,106)

For the Year Ended December 31, 2017

Investments	Market Value	Cost	Unrealized Gain
Cash and Cash Equivalents	$ 5,027	$ 5,027	$ 0
Mutual Funds	621,438	578,339	43,099
Equities	613,854	513,921	99,933
Totals	$ 1,240,319	$ 1,097,287	$ 143,032
Uncommitted	$ 1,184,698	$ 1,047,065	$ 137,633
Nonqualified Deferred Compensation	55,621	50,222	5,399
Total Investments	$ 1,240,319	$ 1,097,287	$ 143,032

Investment income (loss) is summarized as follows:

	2018	2017
Interest, Dividends, and Distributions of Capital Gains and Losses	$ 69,179	$ 28,828
Net Realized Gain	93,309	22,710
Net Unrealized Gain (Loss)	(159,572)	127,495
Total	$ 2,916	$ 179,033

NOTE 5 FAIR VALUE MEASUREMENTS

The Financial Accounting Standards Board authoritative guidance on fair value measurements establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2: Inputs to the valuation methodology include the following:

- Quoted prices for similar assets or liabilities in active markets.
- Quoted prices for identical or similar assets or liabilities in inactive markets.
- Inputs other than quoted prices that are observable for the asset or liability.
- Inputs that are derived principally from, or corroborated by, observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2018 and 2017:

Cash and Cash Equivalents: Valued at amortized cost which approximates fair value.

Corporate Equity Securities: Fair values of securities traded on a national securities exchange are based on the last reported sales price on the last business day of the year.

Mutual Funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Organization are open-ended mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Organization are deemed to be actively traded.

All assets have been valued using a market approach.

NOTE 5 FAIR VALUE MEASUREMENTS (Continued)

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of December 31, 2018 and 2017:

For the Year Ended December 31, 2018

Investments	Total	Fair Value Measurements at Reporting Date Using the Above Criteria (Level 1)	(Level 2)	(Level 3)
Cash and Cash Equivalents	$ 5,055	$ 5,055	$ 0	$ 0
Mutual Funds	361,156	361,156	0	0
Equities	319,746	319,746	0	0
Totals	$ 685,957	$ 685,957	$ 0	$ 0

For the Year Ended December 31, 2017

Investments	Total	Fair Value Measurements at Reporting Date Using the Above Criteria (Level 1)	(Level 2)	(Level 3)
Cash and Cash Equivalents	$ 5,027	$ 5,027	$ 0	$ 0
Mutual Funds	621,438	621,438	0	0
Equities	613,854	613,854	0	0
Totals	$ 1,240,319	$ 1,240,319	$ 0	$ 0

NOTE 6 PROPERTY AND EQUIPMENT

Rescue Mission of Utica, Inc

Property and equipment and the related accumulation of depreciation consisted of the following:

	December 31, 2018 Cost	Accumulated Depreciation	Depreciation Expense
Land	$ 83,831	$ 0	$ 0
Construction in Progress	214,186	0	0
Buildings and Improvements	6,880,202	5,128,152	278,129
Equipment	1,385,601	1,300,981	52,647
Vehicles	62,069	35,331	9,267
Total	$ 8,625,889	$ 6,464,464	$ 340,043

NOTE 6 PROPERTY AND EQUIPMENT (Continued)

	December 31, 2017		
	Cost	Accumulated Depreciation	Depreciation Expense
Land	$ 85,831	$ 0	$ 0
Construction in Progress	89,269	0	0
Buildings and Improvements	6,975,453	4,969,303	269,069
Equipment	1,335,571	1,269,607	68,496
Vehicles	48,998	26,064	10,449
Total	$ 8,535,122	$ 6,264,974	$ 348,014

West Street Apartments, LLC

Rental Property and Equipment consists of the following at December 31:

	2018	2017
Land	$ 583,297	$ 251,441
Construction in Progress	0	8,399,047
Land improvements	332,658	0
Building, improvements & components	11,043,706	0
Equipment, furniture & fixtures	809,923	0
Subtotal	$ 12,769,584	$ 8,650,488
Accumulated Depreciation	383,545	0
Net Property	12,386,039	8,650,488
Consolidation Elimination – Capitalized Developer Fees	(454,849)	(89,745)
Net Property	$11,931,190	$ 8,560,743

NOTE 7 GRANTS RECEIVABLE

Grants receivable balances are as follows:

	2018	2017
Housing Receivables	$ 105,800	$ 74,388
ESG/CDBG Program	14,505	25,000
OASAS/OMH Receivable	124,277	154,581
Adult Protective Services	11,843	5,921
DOCCS Receivable	31,518	16,764
Congregate Care	30,200	4,038
Other Funding	30,231	27,176
Total Grants Receivable	$ 348,374	$ 307,868

NOTE 8 LONG-TERM DEBT

Long-term obligations for the Rescue Mission of Utica consisted of the following at December 31:

	2018	2017
Mortgage payable - Dormitory Authority of New York State, ESRO Building 2, $2,561,300 loan payable in semi-annual installments through June 2029, principal plus fees and interest at 5.15%, secured by real property.	1,556,542	1,659,517
Mortgage payable - Dormitory Authority of New York State, ESRO Building, $1,327,000 loan payable in semi-annual installments through December 2021, principal plus fees and interest at 5.78%, secured by real property.	324,997	406,606
	1,881,539	2,066,123
Less:Current Portion	194,738	184,584
Long-Term Debt	$ 1,686,801	$ 1,881,539

The Dormitory Authority bonds will be paid by the New York State Office of Mental Health. These mortgages are non-recourse to the Rescue Mission of Utica, Inc.

	ESRO Building 2	ESRO Building	Total
2019	$ 108,344	$ 86,394	$ 194,738
2020	113,994	91,459	205,453
2021	119,937	96,822	216,759
2022	126,191	50,322	176,513
2023	132,770	0	132,770
Thereafter	955,306	0	955,306
Total	$ 1,556,542	$ 324,997	$ 1,881,539

Long-term obligations for the West Street Apartments, LLC consisted of the following at December 31:

	2018	2017
In 2016, the Company entered into two construction loan notes payable to Key Bank National Association in the original amount of up to $7,581,583. The loan notes bearcd at 265 basis points above the one-month LIBOR rate. The LIBOR rate at December 31, 2018 and 2017 was 5.27% and 4.24%, respectively. The loan agreements required monthly payments of interest only during construction until permanent conversion no later than the extended maturity date (anticipated May 2019). The loan notes are secured by a first mortgage on substantially all the assets and rights of the Company as well as the guarantees of managing member affiliates. Unamortized debt issuance costs was $13,480 as of December 31, 2018. Interest incurred during 2018 and 2017 was $28,904 and $9,884, respectively.	$ 6,117,119	$ 4,650,776

NOTE 8 LONG-TERM DEBT (Continued)

	2018	2017
On November 29, 2016, West Street Apartments, LLC signed a Final Loan agreement with New York State Homeless Housing and Assistance Corporation (HHAC) to borrow up to $1,711,839 and funds are loaned at a rate of 1% per year, compounded annually. Under the term of the agreement, during the 50-year project operational phase the property must be used to provide housing for homeless people and may not be sold or transferred without the prior written consent of HHAC. If the project does not comply with the terms of the agreement, the amount provided will be considered to be in default and the original amount provided shall be immediately due and payable. Payment in full (principal and interest) is due on November 7, 2066. The loan is secured by a co-first mortgage (second mortgage while the construction loan is outstanding) lien on the Company's property. Accrued interest is $15,079 as of December 31, 2018.	1,172,610	933,525
The New York State Homes and Community Renewal (NYSHCR) Loan Community Investment Fund (CIF) loan in the form of a co-first mortgage up to $1,500,000 which will likely be adjusted down at permanent conversion. The loan will have a 50-year term and bear interest at 1% until the loan is paid in full (as defined in the mortgage agreement). Payment in full (principal and interest) will be due on November 7, 2066. The loan will be secured by a co-first mortgage lien on the Company's property.	0	0
The Rescue Mission of Utica Inc. loan of $43,000 (funded from the proceeds of an NYSERDA grant). The loan has a 50-year term and bears no interest. No payments are required until maturity on November 29, 2066. The loan is secured by a second mortgage (third mortgage while the construction loan is Outstanding) lien on the Company's property.	43,000	0
On November 29, 2016, West Street Apartments, LLC signed an agreement with the City of Utica to borrow up to $200,000. The loan has a 30-year term and bears no interest during the construction phase and 1% during the permanent phase. No monthly payments are required until maturity on November 29, 2046. The loan is secured by a third mortgage (fourth mortgage while the construction loan is outstanding) lien on the Company's property. The loan was used for the purpose of assisting in the development of a project consisting of 42 units of affordable housing for families earning incomes at or below		

NOTE 8 LONG-TERM DEBT (Continued)

	2018	2017
50% AMI, of which 11 units were assisted with proceeds of the loan. Up to 8 units are eligible for assistance through the Housing Choice Voucher program in accordance with 24 CFR Part 982. West Street Apartments, LLC has contract with City of Utica (Section 8 Housing) for 8 units of the project. Rental assistance received and included in rental income aggregated $22,983 for December 31, 2018.	200,000	90,000
Subtotal.	7,532,729	5,674,301
Less: Current Portion	0	0
Total Long-Term Debt	$ 7,532,729	$ 5,674,301

The estimated annual principal payments due on the Company's long-term debt is as follows:

2019	$ 6,117,119
2020	0
2021	0
2022	0
2023	0
Thereafter	1,415,610
	$ 7,532,729

Since the construction loan is anticipated to be repaid from long-term financing sources, it is classified as long-term in the balance sheet.

NOTE 9 LINE OF CREDIT

The Organization has a Portfolio Loan Account (PLA) with Morgan Stanley Bank, N.A. At December 31, 2018, the PLA allows the Organization to borrow to a limit of $298,766 secured with the Organization's investments at Morgan Stanley. Interest on the debt outstanding is calculated using the "LIBOR" plus 3.25%, which was 5.27% and 4.24% at December 31, 208 and 2017, respectively. "LIBOR" is the prevailing London Interbank Offered Rate for deposits in U.S. dollars having a maturity of 30 days as quoted by the Bloomberg Service on such date. The mount of interest expense for the loan for the year ended December 31, 2018 and 2017 was $13,572and $16, respectively. The outstanding debt on the PLA at December 31, 2018 and 2017 was $252,704 and $227,481, respectively.

NOTE 10 MEMBERS' CAPITAL (DEFICIT) ACCOUNT

The following represents certain ownership information:

	Name	Percent of Interest
Managing member:	West St. Apts. MM LLC	0.01%
Investment member:	M&T Bank Affordable Housing Fund II, LLP	65.9934%
	Enterprise Housing Partners XXVI Limited Partnership	33.9966%

The investment member's total capital contribution is expected to be $10,405,232 before adjustments (of which $4,987,992 remains to be paid as of December 31, 2018). The capital contribution is subject to adjustment depending on the Company realizing its full low-income housing tax credit allocation of $1,030,324 per year. The operating agreement provides for adjustment to the capital contribution and repayment to the investor for any subsequent tax credit adjustments or recapture.

NOTE 10 MEMBERS' CAPITAL (DEFICIT) ACCOUNT (Continued)

Per the terms of the operating agreement, the managing member shall make additional capital contributions to enable the Company to pay any unpaid development fee (if any) by the end of the initial 15 years tax credit compliance period.

In general, profits and losses are allocated to the members according to their percent interest. The following details the activity in the members' capital (deficit) accounts:

	Managing Member	Investment Members	Total
Balance, January 01, 2018	$ 0	$ 1,479,133	$ 1,479,133
Capital Contributions	0	3,938,107	3,938,107
Net Income (Loss)	(75)	(750,557)	(750,632)
Balance, December 31, 2018	$ (75)	$ 4,666,683	$ 4,666,608

	Managing Member	Investment Members	Total
Balance, January 01, 2017	$ 0	$ 1,398,319	$ 1,398,319
Capital Contributions	0	80,814	80,814
Net Income (Loss)	0	0	0
Balance, December 31, 2017	$ 0	$ 1,479,133	$ 1,479,133

Subject to lender approval, cash flow (as defined in the operating agreement) for each fiscal year or portion thereof of the Company shall be applied as follows:

First, to pay the NY CIF Loan;
Second, to the investor member, an amount equal to the credit deficiency (if any);
Third, to the investor member, an amount sufficient to pay federal income taxes on taxable income allocated to the investor member for such fiscal year by the Company, assuming the highest tax rates applicable to corporations;
Fourth, to the payment of the investor service fee in accordance with the investor agreement;
Fifth, from and after the fourth installment of the Investor Member's Capital Contribution to fund the Operating Reserve up to the Operating Reserve Amount;
Sixth, to pay the managing agent any deferred Property Management Fee in accordance with the Property Management Agreement;
Seventh, to the Managing Member to repay any Operating Deficit Contribution;
Eighth, to pay the Tenant Services Fee in accordance with the Tenant Services Agreement;
Ninth, to pay the Utica Loan Reserve in an amount equal to five percent (5%) of the remaining amount after distribution; and
Tenth, any remaining cash flow shall constitute net cash flow which is distributable to the members in accordance with Section 8.01 of the operating agreement (which is 90% to the managing member and 10% to the investor member.

Gains, losses and cash flow from a sale or refinancing shall be applied according to the terms of the operating agreement.

NOTE 11 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes:

	2018	2017
Grant - Equipment	$ 4,658	$ 4,658
Seaburg Memorial Fund	8,771	8,694
Marley Scholarship	11,189	11,189
Total Temporarily Restricted Net Assets	$ 24,618	$ 24,541

The Organization also had set aside $0 and $153,184 in Board designated net assets for future potential unemployment claims at December 31, 2018 and 2017, respectively.

NOTE 12 RELATED PARTY TRANSACTIONS

Rescue Mission of Utica, Inc

Related party transactions were as follows for the year ended December 31, 2018:

Developer fee of 40% of 8% of budgeted revenue of the building project in the West Street Apartments, LLC will be paid to the Rescue Mission of Utica, Inc. During 2018 and 2017, the Rescue Mission of Utica, Inc. recognized revenue of $365,104 and $0, respectively. The West Street Apartments, LLC capitalized this amount in the project.

The West Street Apartments, LLC owed $316,172 and $7,151 to the Organization at December 31, 2018 and 2017, respectively.

Mercy Abounds Ministries, LLC owed $0 to the Organization at December 31, 2018 and 2017.

West Street Apartments, LLC

Related party transactions were as follows for the year ended December 31:

	2018	2017
Management fee of 5.0% of gross revenue to an affiliate of the managing member.	$ 11,291	$ 0
Tenant services fee (cumulative) to an affiliate of the managing member equal to $10,000 per year, which commenced in March 2018, and will increase annually by 3%. The fee is payable only from cash flow. If cash flow is not sufficient to pay such fee, then any unpaid fees shall accrue without interest and shall be payable out of the next available cash flow.	$ 8,333	$ 0

NOTE 12 RELATED PARTY TRANSACTIONS (Continued)

	2018	2017
Investor services fee (cumulative) to an affiliate of the investor member equal to $5,000 per year, which commenced in March 2018, and will increase annually by 3%. The fee is payable only from cash flow. If cash flow is not sufficient to pay such fee, then any unpaid fees shall accrue without interest and shall be payable out of the next available cash flow.	$ 4,167	$ 0
Development fee to affiliates of the managing member which aggregated $1,162,121 of which $937,758 was earned and capitalized in 2018 ($223,363 prior to 2018). The development fee must be paid in full on or before the end of the compliance period.	$ 937,758	$ 80,814

The management company maintains a centralized payroll system and employee benefit programs for all employees of the entities that it manages. The actual payroll and benefit charges of the Company's employees are charged directly to the Company.

Amounts due to related parties consists of the following at December 31:

	2018	2017
Management Fees Payable	$ 11,291	$ 0
Tenant Services Fee Payable	$ 8,333	$ 0
Investor Services Fee Payable	$ 4,167	$ 0
Development Fee Payable	$ 723,134	$ 145,944

NOTE 13 CAPITAL GRANTS

The Organization received funding from New York State of $291,042 in both 2018 and 2017. These funds were applied by New York State directly towards the principal and interest owed on the debt outstanding to the Dormitory Authority of New York State mortgages. The Organization did not receive any amounts directly.

	ESRO	ESRO 2	2018	2017
Interest	$ 22,339	$ 84,119	$ 106,458	$ 116,081
Principal	81,609	102,975	184,584	174,961
Total	$ 103,948	$ 187,094	$ 291,042	$ 291,042

NOTE 14 RETIREMENT

The Organization sponsors a 401(k) plan. Employees are eligible to participate at age 21 after one year of service. The Organization matches up to 1.5% of the employees' contributions. Pension expense charged to operations was $19,613 and $14,776 for the years ended December 31, 2018 and 2017, respectively.

The Organization also maintained a nonqualified deferred compensation account for the former Executive Director. The Organization retains ownership of the account. The balance in the account was paid in full during the year end December 31, 2018. At December 31, 2017 the balance in the account was $20,569.

NOTE 14 RETIREMENT (Continued)

In addition, the Organization maintains a nonqualified deferred compensation account for the current Executive Director. The Plan began in 2015 and the Executive Director will become fully vested on the third anniversary of the last day of the calendar year in which the contribution was made. The Plan requires a contribution of $10,000 per year. The Organization retains ownership of the account. Upon retirement, disability, or termination without cause, the vested amount will be paid. The Executive Director designates the account investments and retains the risk of loss. The expense charged for the deferred compensation account was $10,000, for both of the years ended December 31, 2018 and 2017. At December 31, 2018 and 2017 the balance in the account was $42,552 and $35,052, respectively.

NOTE 15 IN-KIND DONATIONS

The Organization receives various foods as gifts from local merchants and individuals. Accordingly, the value of the food and supplies has been recorded as revenue at its estimated market value of $518,312 and $463,465 for the years ended December 31, 2018 and 2017, respectively. Food and supply costs were recorded at an equal amount, leaving no effect on the change in net assets.

NOTE 16 REPRESENTATIVE PAYEE PROGRAM

The Representative Payee Program involves the management of personal finances on behalf of certain program participants who are deemed unable to manage their financial affairs. The Organization receives various funds, which are deposited into escrowed checking accounts. The funds are then expended, providing for the welfare of program participants. As of December 31, 2018 and 2017, the amounts were as follows:

	2018	2017
Cash	$ 2,602,728	$ 2,430,365
Escrow	(2,602,728)	(2,430,365)
Net	$ 0	$ 0

NOTE 17 THIRD PARTY REIMBURSEMENTS

Funding is received from New York State and local governments for the Addictions Stabilization Center, Enriched Single Room Occupancy, Single Room Occupancy, Emergency Shelter, and Residential Stabilization programs. In some cases, the funding is based on expenses. Those expenses are subject to audit by the various funding sources. The Organization feels the adjustments, if any; resulting from such audits would be minimal.

NOTE 18 SELF-INSURANCE

The Organization has elected to be self-insured for New York State unemployment benefits. Estimated costs of $0 have been charged to operations in 2018 and 2017, respectively. The estimated accrued liability was $0 and $31,694 for the years ended December 31, 2018 and 2017, respectively. The amount of the potential liability, if any, in excess of the amounts accrued cannot be estimated at December 31, 2018.

NOTE 19 COMMITMENTS AND CONTINGENCIES

During 2016, Rescue Mission of Utica, Inc. and its affiliates, West Street Apartments, LLC and Mercy Abounds Ministries, LLC (Managing Member) with Edgemere Development as a consulting developer, commenced the construction of the West St. Apartment building, a 42 apartment workforce rental community with supportive housing units. The building is approximately 54,000 gross square feet on three levels. The building was completed in 2018 and a Certificate of Occupancy was issued on February 28, 2018.

The operating agreement for the project stipulates that the managing member shall guarantee and fund any operating deficits from the period beginning with the closing of or conversion to the permanent loan, and continuing until the following have occurred simultaneously: (i) the Project has operated at Required Expense Coverage (without taking into account the cash flow contribution to the Operating Reserve) determined by audited financial statements for a period of at least two (2) consecutive Fiscal Years, which two (2) year period shall have commenced no earlier than three (3) years after the first day of the year in which the later of the Stabilization Date is achieved and Loan Conversion occurs; (ii) the CNYS COC Tenant Rental Assistance Housing/Services Agreement and the HAP Contract are in full force and effect; and (iii) the balance in the Operating Reserve equals or exceeds the Operating Reserve Amount of $119,723. The maximum operating deficit contribution shall not exceed $232,424 in the aggregate. Advances to the Company for any operating deficits shall be classified as an operating deficit loan, the repayment of which is provided for pursuant to the terms of the operating agreement.

The Company is party to a payment in lieu of tax (PILOT) agreement which requires annual payments to the City of Utica equal to the amounts in accordance with the PILOT agreement.

The Company has conveyed an option and right of first refusal (the option) to an affiliate of the managing member to purchase the project. The term of the option and the option price are provided for in the right of first refusal agreement.

The Company also receives a rental subsidy under the Central New York State Continuum of Care (CNYS COC) Tenant Rental Assistance for 11 units of the project. Rental assistance received and included in rental income aggregated $58,364 for December 31, 2018.

NOTE 20 ASSET HELD AND USED

The December 31, 2018, the Organization held one property that was recorded at fair market value of $25,000. The title of the building has a stipulation that the building is to be used for a specific purpose and since Organization is no longer using the building, it is considered abandoned. Management is working to transfer the title to the original donor of the property. The carrying value of the building was $78,915 and an impairment loss of $37,880 was recorded at December 31, 2018.

NOTE 21 SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 21, 2019, the date the financial statements were available to be issued.

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
December 31, 2018

	RMU	MAM	West Street Apartments, LLC	Eliminating Entry	Total Consolidated
Assets					
Current Assets					
Cash and Cash Equivalents	$ 783,400	$ 0	$ 646,974	$ 0	$ 1,430,374
Cash -Tenant Security deposits	0	0	17,034	0	17,034
Grants Receivable	348,374	0	0	0	348,374
Accounts Receivable	145,420	0	18,044	0	163,464
Other Receivable	311,693	0	0	(279,254)	32,439
Due from Affiliate	36,918	0	0	(36,918)	0
Food Inventory	16,886	0	0	0	16,886
Prepaid Expenses	52,517	0	225	0	52,742
Total Current Assets	1,695,208	0	682,277	(316,172)	2,061,313
Property					
Construction in Progress	214,186	0	0	0	214,186
Property and Equipment	8,411,703	0	12,769,584	(454,849)	20,726,438
Total Property	8,625,889	0	12,769,584	(454,849)	20,940,624
Accumulated Depreciation	6,464,464	0	383,545	0	6,848,009
Net Property	2,161,425	0	12,386,039	(454,849)	14,092,615
Investments					
Uncommitted	643,405	0	0	0	643,405
Nonqualified Deferred Compensation	42,552	0	0	0	42,552
Total Investments	685,957	0	0	0	685,957
Other Assets					
Asset Held and Used	25,000	0	0	0	25,000
Intangible Assets, Net	16,761	0	81,625	0	98,386
Total Other Assets	41,761	0	81,625	0	123,386
Total Assets	$ 4,584,351	$ 0	$ 13,149,941	$ (771,021)	$ 16,963,271
Liabilities and Net Assets and Member's Equity					
Current Liabilities					
Accounts Payable	$ 411,641	$ 0	$ 156,142	$ 0	$ 567,783
Accrued Payroll	229,491	0	0	0	229,491
Accrued Expenses	0	0	30,856	0	30,856
Tenant Security deposits	0	0	17,034	0	17,034
Line of Credit	252,704	0	0	0	252,704
Accrued Retirement	42,552	0	0	0	42,552
Deferred Revenue	271,813	0	0	0	271,813
Due To Affiliate	0	0	36,918	(36,918)	0
Current Portion of Development Fee Payable	0	0	723,134	(279,254)	443,880
Current Portion of Long-Term Debt	194,738	0	0	0	194,738
Total Current Liabilities	1,402,939	0	964,084	(316,172)	2,050,851
Long-Term Liabilities					
Unamortized debt issuance costs	0	0	(13,480)	0	(13,480)
Long-Term Debt, Less Current Portion	1,686,801	0	7,532,729	0	9,219,530
Total Long-Term Liabilities	1,686,801	0	7,519,249	0	9,206,050
Total Liabilities	3,089,740	0	8,483,333	(316,172)	11,256,901
Net Assets and Member's Equity					
Members Equity	0	0	4,666,608	(454,849)	4,211,759
Net Assets					
Without Donor Restriction	1,469,993	0	0	0	1,469,993
With Donor Restriction	24,618	0	0	0	24,618
Total Net Assets	1,494,611	0	0	0	1,494,611
Total Net Assets and Member's Equity	1,494,611	0	4,666,608	(454,849)	5,706,370
Total Liabilities and Net Assets and Member's Equity	$ 4,584,351	$ 0	$ 13,149,941	$ (771,021)	$ 16,963,271

See Independent Auditor's Report.

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2018

Grant Revenue and Support	RMU	MAM	West Street Apartments, LLC	Eliminating Entry	Total Consolidated
Program Revenues					
Enriched Single Room Occupancy Program	$ 1,345,482	$ 0	$ 0	$ 0	$ 1,345,482
Addictions Stabilization Center Program	1,604,724	0	0	0	1,604,724
Peer Advocate Program	144,550	0	0	0	144,550
Representative Payee Program	400,891	0	0	0	400,891
Emergency Shelter Program	466,623	0	0	0	466,623
Parker House Men in Residence Program	246,397	0	0	0	246,397
ESSHI	105,578	0	0	0	105,578
Other Grants	445,693	0	0	0	445,693
Total Program Revenues	4,759,938	0	0	0	4,759,938
Other Revenue and Support					
Contributions	1,216,490	0	0	0	1,216,490
Capital Grants - ACC/ESRO Debt	291,042	0	0	0	291,042
Special Events	93,631	0	0	0	93,631
Investment Income, Net	(31,954)	0	10	0	(31,944)
(Loss) on Disposition of Assets	(14,019)	0	0	0	(14,019)
Rental Income	0	0	226,511	0	226,511
Commercial Rent	0	0	14,920	(14,917)	3
Asset Impairment	(37,880)	0	0	0	(37,880)
Miscellaneous Revenue	381,550	0	2,421	(376,395)	7,576
Total Support	1,898,860	0	243,862	(391,312)	1,751,410
Total Grant Revenue and Support	6,658,798	0	243,862	(391,312)	6,511,348
Net Assets Released from Restrictions					
Satisfaction of Restrictions	0	0	0	0	0
Total Grant Revenue and Support and Net Assets Released from Restrictions	6,658,798	0	243,862	(391,312)	6,511,348

(Continued)

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2018

(Continued)

	RMU	MAM	West Street Apartments, LLC	Eliminating Entry	Total Consolidated
Expenses					
Program Service Expenses					
Enriched Single Room Occupancy Program	1,459,854	0	0	0	1,459,854
Addictions Stabilization Center Program	1,649,964	0	0	0	1,649,964
Peer Advocate Program	139,550	0	0	0	139,550
Emergency Shelter Program	484,194	0	0	0	484,194
Parker House Men in Residence Program	397,383	0	0	0	397,383
ESSHI Program	102,310	0	0	0	102,310
Representative Payee Program	428,125	0	0	(5,221)	422,904
Community Services Program	609,443	0	0	(9,696)	599,747
Food Service Program	552,313	0	0	0	552,313
Total Program Expenses	5,823,136	0	0	(14,917)	5,808,219
West Street Apartments LLC	0	0	994,494	(11,291)	983,203
Management and General Expenses	817,521	0	0	0	817,521
Fundraising	370,815	0	0	0	370,815
Total Expenses	7,011,472	0	994,494	(26,208)	7,979,758
(Decrease) in Net Assets Without Donor Restriction	(352,674)	0	(750,632)	(365,104)	(1,468,410)
Changes in Net Assets With Donor Restrictions					
Interest Income	77	0	0	0	77
Increase in Net Assets With Donor Restrictions	77	0	0	0	77
(Decrease) in Net Assets	(352,597)	0	(750,632)	(365,104)	(1,468,333)
Net Assets and Member's Equity, Beginning of Year	1,847,208	0	1,479,133	(89,745)	3,236,596
Member Capital Contributions	0	0	3,938,107	0	3,938,107
Net Assets and Member Equity, End of Year	$ 1,494,611	$ 0	$ 4,666,608	$ (454,849)	$ 5,706,370

See Independent Auditor's Report.

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
December 31, 2017

	RMU	MAM	West Street Apartments, LLC	Eliminating Entry	Total Consolidated
Assets					
Current Assets					
Cash and Cash Equivalents	$ 744,964	$ 0	$ 0	$ 0	$ 744,964
Grants Receivable	307,868	0	0	0	307,868
Accounts Receivable	126,407	0	0	0	126,407
Other Receivable	25,621	0	0	0	25,621
Due from Affiliate	7,151	0	0	(7,151)	0
Food Inventory	15,225	0	0	0	15,225
Prepaid Expenses	46,589	0	0	0	46,589
Total Current Assets	1,273,825	0	0	(7,151)	1,266,674
Property					
Construction in Progress	89,269	0	8,399,047	(89,745)	8,398,571
Property and Equipment	8,445,853	0	251,441	0	8,697,294
Total Property	8,535,122	0	8,650,488	(89,745)	17,095,865
Accumulated Depreciation	6,264,974	0	0	0	6,264,974
Net Property	2,270,148	0	8,650,488	(89,745)	10,830,891
Investments					
Uncommitted	1,184,698	0	0	0	1,184,698
Nonqualified Deferred Compensation	55,621	0	0	0	55,621
Total Investments	1,240,319	0	0	0	1,240,319
Other Assets					
Intangible Assets, Net	33,521	0	0	0	33,521
Total Assets	$ 4,817,813	$ 0	$ 8,650,488	$ (96,896)	$ 13,371,405
Liabilities and Net Assets and Member's Equity					
Current Liabilities					
Accounts Payable	$ 364,014	$ 0	$ 1,000,569	$ 0	$ 1,364,583
Accrued Payroll	217,366	0	0	0	217,366
Accrued Expenses	0	0	145,944	0	145,944
Line of Credit	227,481	0	0	0	227,481
Retainage Payable	0	0	343,390	0	343,390
Accrued Retirement	55,621	0	0	0	55,621
Deferred Revenue	40,000	0	0	0	40,000
Due To Affiliate	0	0	7,151	(7,151)	0
Current Portion of Long-Term Debt	184,584	0	0	0	184,584
Total Current Liabilities	1,089,066	0	1,497,054	(7,151)	2,578,969
Long-Term Liabilities					
Long-Term Debt, Less Current Portion	1,881,539	0	5,674,301	0	7,555,840
Total Liabilities	2,970,605	0	7,171,355	(7,151)	10,134,809
Net Assets and Member's Equity					
Members Equity	0	0	1,479,133	(89,745)	1,389,388
Without Donor Restriction					
Undesignated	1,669,483	0	0	0	1,669,483
Designated by Board	153,184	0	0	0	153,184
Total Without Donor Restriction	1,822,667	0	0	0	1,822,667
With Donor Restriction	24,541	0	0	0	24,541
Total Net Assets	1,847,208	0	0	0	1,847,208
Total Net Assets and Member's Equity	1,847,208	0	1,479,133	(89,745)	3,236,596
Total Liabilities and Net Assets and Member's Equity	$ 4,817,813	$ 0	$ 8,650,488	$ (96,896)	$ 13,371,405

See Independent Auditor's Report.

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2017

Grant Revenue and Support	RMU	MAM	West Street Apartments, LLC	Eliminating Entry	Total Consolidated
Program Revenues					
Enriched Single Room Occupancy Program	$ 1,353,868	$ 0	$ 0	$ 0	$ 1,353,868
Addictions Stabilization Center Program	1,133,763	0	0	0	1,133,763
Peer Advocate Program	100,985	0	0	0	100,985
Representative Payee Program	412,232	0	0	0	412,232
Emergency Shelter Program	353,700	0	0	0	353,700
Parker House Men in Residence Program	161,551	0	0	0	161,551
Other Grants	447,527	0	0	0	447,527
Total Program Revenues	3,963,626	0	0	0	3,963,626
Other Revenue and Support					
Contributions	1,243,142	0	0	0	1,243,142
Capital Grants - ACC/ESRO Debt	291,042	0	0	0	291,042
Special Events	77,512	0	0	0	77,512
Investment Income	179,033	0	0	0	179,033
(Loss) on Disposition of Assets	(2,748)	0	0	0	(2,748)
Miscellaneous Revenue	8,893	0	0	0	8,893
Total Support	1,796,874	0	0	0	1,796,874
Total Grant Revenue and Support	5,760,500	0	0	0	5,760,500
Net Assets Released from Restrictions					
Satisfaction of Restrictions	77	0	0	0	77
Total Grant Revenue and Support and Net Assets Released from Restrictions	5,760,577	0	0	0	5,760,577

(Continued)

See Independent Auditor's Report.

RESCUE MISSION OF UTICA, INC. & AFFILIATES
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2017

(Continued)

	RMU	MAM	West Street Apartments, LLC	Eliminating Entry	Total Consolidated
Expenses					
Program Service Expenses					
Enriched Single Room Occupancy Program	1,433,663	0	0	0	1,433,663
Addictions Crisis Center Program	1,381,740	0	0	0	1,381,740
Peer Advocate Program	97,382	0	0	0	97,382
Emergency Shelter Program	376,531	0	0	0	376,531
Parker House Men in Residence Program	348,653	0	0	0	348,653
Representative Payee Program	391,846	0	0	0	391,846
Community Services Program	564,460	0	0	0	564,460
Food Service Program	504,735	0	0	0	504,735
Total Program Expenses	5,099,010	0	0	0	5,099,010
Management and General Expenses	725,800	0	0	0	725,800
Fundraising	360,969	0	0	0	360,969
Total Expenses	6,185,779	0	0	0	6,185,779
(Decrease) in Net Assets Without Donor Restriction	(425,202)	0	0	0	(425,202)
Changes in Net Assets With Donor Restrictions					
Net Assets Released from Restrictions	(77)	0	0	0	(77)
(Decrease) in Net Assets With Donor Restrictions	(77)	0	0	0	(77)
(Decrease) in Net Assets	(425,279)	0	0	0	(425,279)
Net Assets and Member's Equity, Beginning of Year	2,272,487	0	1,398,319	(89,745)	3,581,061
Member Capital Contributions	0	0	80,814	0	80,814
Net Assets and Member Equity, End of Year	$ 1,847,208	$ 0	$ 1,479,133	$ (89,745)	$ 3,236,596

See Independent Auditor's Report.

35203

THIS IS A RENEWAL AND AMENDMENT, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business at 800 Park Avenue, Utica, New York 13501 (hereinafter called the "County"), through its Department of Family and Community Services (hereinafter collectively called the "Department"), and Rescue Mission of Utica, Inc., a domestic not-for profit corporation organized and existing under the laws of the State of New York with its administrative offices at 293 Genesee Street, Utica, New York 13501 (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement whereby the Contractor provides representative payee and emergency shelter and services to individuals referred to it from the Department, hereinafter referred to as the "Original Agreement," (County contract number 104100) with a term of April 1, 2020 through March 31, 2023, a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Original Agreement included an option to renew for additional terms through March 31, 2025; and

WHEREAS, the County wishes to renew the Original Agreement through March 31, 2025, and the Contractor is willing and able to continue to provide the services; and

WHEREAS, the County desires to modify the terms of the Original Agreement related to the vouchering and reimbursement process in order to comply with New York State requirements, and the Contractor has consented to such change; and

WHEREAS, the parties are desirous of an agreement to renew and amend the Original Agreement regarding the following provisions.

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

1. This Renewal and Amendment to the Original Agreement shall commence April 1, 2023 and terminate March 31, 2025.

2. Section VI of the Original Agreement, titled Payment and Claiming Procedures, shall be replaced with the following language:

A. The County shall pay the Contractor for the provision of services described herein pursuant to the following conditions:

   i. The Contractor shall submit a monthly voucher to the County detailing active caseload for the time-period captured in the voucher with supporting documentation, including expenditure reports for each Representative Payee client.

   ii. All vouchers shall be in an amount consistent with and supported by Exhibit D, which is the Contractor's Cost Proposal.

   iii. All reimbursement shall comply with state and federal regulations pertaining to payment for the services described herein.

B. For the time period of April 1, 2023 through March 31, 2024, total payment from the County to the Contractor shall not exceed $84,040.00.

C. For the time period of April 1, 2024 through March 31, 2025, total payment from the County the Contractor shall not exceed $85,845.00.

3. Exhibit B of this Renewal and Amendment, which is the Contractor's Cost Proposal, shall be attached to the Original Agreement as Exhibit D.

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the County and the Contractor have signed this Renewal and Amendment on the date written below.

Date: _____

Oneida County: _____
Anthony J. Picente, Jr., County Executive

Date: _____

Oneida County Department of Social Services: _____
Colleen Fahy-Box, Commissioner

Date: 8/17/23

Rescue Mission of Utica: Wendy R Hunt

Approved: _____
Maryangela Scalzo, Deputy County Attorney-Health and Human Services

EXHIBIT A

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, having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York, through its Department of Family and Community Services (hereinafter collectively called the "Department"), and Rescue Mission of Utica, Inc., a domestic not-for profit corporation organized and existing under the laws of the State of New York with its principal place of business at 293 Genesee Street, Utica, New York (hereinafter called the "Contractor").

WHEREAS, the Department is in need of representative payee services for the adult population who require assistance with financial management; and

WHEREAS, the Contractor provides representative payee services and is willing to provide such services to individuals referred to it from the Department; and

WHEREAS, the Contractor operates a 59-bed emergency shelter program for men that provides safe lodging, meals, clothing, counseling, education, advocacy and referrals to community based services to all individuals served by the it; and

WHEREAS, the Department desires to provide services such as the Contractor's to eligible individuals to combat against persistent homelessness; and

WHEREAS, the Contractor responded to a Request for Proposals issued by the Department, and the Contractor is willing, qualified and able to provide representative payee and emergency shelter and services to individuals referred to it by the Department; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, IT IS IT IS AGREED BETWEEN THE CONTRACTOR AND THE DEPARTMENT AS FOLLOWS:

Section I: TERM OF AGREEMENT

A. Performance under this Agreement shall commence on April 1, 2020 and shall terminate on March 31, 2023.

B. The Department may, in its sole discretion, renew this Agreement for two (2) additional one-year terms.

Section II: SCOPE OF SERVICES

A. Representative Payee Services

1. The Department shall refer to the Contractor for representative payee services individuals determined by the Department to be unable to handle their own finances.

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

August 31, 2023

FN 2023-321

PUBLIC WORKS

WAYS & MEANS

Reviewed and Approved for submittal to the Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 9-8-23

Anthony J. Picente, Jr.
County Executive
800 Park Avenue
Utica, NY 13501

Re: Award for Professional Services for the Planning and Environmental Linkages Study (PEL Study) at the New York State Thruway (I-90/I-790) Interchange 31 at N. Genesee Street (NYS Route 921 C)

Dear County Executive Picente:

The Oneida County Department of Planning, on behalf of the Herkimer-Oneida Counties Transportation Council (HOCTC), issued RFP#2022-326 for the Transportation Corridor - Planning and Environmental Linkages study (PEL Study) for the area of the I-90 Utica Interchange (Exit 31) at N. Genesee Street (NYS Route 921 C). The RFP was publicly available for a period of 47 days and four responding proposals were received.

The Department evaluated the proposals through a three-part process involving a technical content screening, proposal review, and in-person interview, all scored using a rubric. It was determined that the proposal from Fisher Associates, P.E, L.S., L.A., D.P.C., with supporting firms of Cambridge Systematics, Inc., AKRF, Inc., Lu Engineering, P.C., Highland Planning, LLC, and Morton Archaeological Research Services was deemed to best align with the purpose and goals of the study and offered the best ability to deliver the scope of work.

Three main needs for the PEL Study have been identified; safety, economic development, and infrastructure redesign. The purpose of the PEL Study is to improve safety, accommodate all users, minimize congestion, increase operational capacity and system interchange operations, reestablish connections in the transportation corridor, and support development.

The budget is $900,000 comprised of Federal Highway Administration (FHWA) Metropolitan Planning (PL) funds and Statewide Planning and Research (SPR) funds and is expected to be completed within twenty-two (22) months of contract execution. The term of the contract is twenty-eight (28) months, to allow some flexibility, if needed.

The funding is specifically made available to address larger-scale regional transportation issues and plan for the future needs of the transportation network and requires no additional County funding. This project is fully funded by the Federal Highway Administration of the U.S. Dept. of Transportation. This project will be of no cost to Oneida County. Oneida County is the designated host of HOCTC and is responsible for all legal matters and the execution of all contracts. The HOCTC will administer and serve as the project manager for the PEL Study.

The Board of Acquisition & Contract approved Fisher's proposal at its meeting on August 2, 2023. If the agreement meets with your approval, I respectfully request that you support this request for contract award and forward this information to the Board of Legislators.

Dana Crisino, Deputy Commissioner, and I would be pleased to discuss this matter with you at your convenience.

Sincerely,

James J. Genovese, II

CC:
Comptroller
County Attorney
Budget

Oneida County
Contract Tracking Sheet

Contract # 182024 **Code** New **Prior #** ***Dept #***

Vendor Fisher Associates, P.E., L.S., L.A., D.P.C. **Type:** Purchase of Services

Starts on Contract Execution: [X] **Start Date** **End Date** 11/30/2025

Department:	**Appropriation Acct(s):**	**Revenue Code:**	**Contract Amount:**
Planning	K8221. 8221.495-000		$900,000.00

Contact Person:

Nicole Lichorowic

Oneida County on behalf of the Herkimer-Oneida Counties Transportation Council (HOCTC) is establishing a contract with Fisher Associates, P.E, L.S., L.A., D.P.C. to deliver a Planning and Environmental Linkages study

1) County Attorney

			Date	*Item Number*
Approval as to Form:	*YES* X	*NO*	8/8/2023	
Contract Amount Over $50,000:	*YES* X	*NO*		
Board of Legislators Approval Req'd:	*YES* X	*NO*		
Board of Acquisition and Contract:	*YES* X	*NO*	8/2/2023	1
Requires Notary Public:	*YES*	*NO* X		

Comments: Need insurance prior to execution.

Date: 8/8/2023

Initials: AMD

2) Budget Director *Comments:* RETURNED TO THE COUNTY ATTORNEY'S OFFICE.

Date: 08/30/2023

Initials: TBK

3) Final Review County Attorney

Comments:

Date: 8/29/2023

Initials: PMR

4) Sent to Board of Legislators

(contract to be held in Law Dept.)

Sent Date:

Approval Date:

Resolution Number:

Sent to County Executive for Signature **Date:**

Department Planning

Competing Proposal_____
Only Respondent_____
Sole Source
RFP__X___
Other_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Fisher Associates, P.E, L.S., L.A., D.P.C.
180 Charolette Street
Rochester, New York

Title of Activity or Service: Professional Services

Proposed Dates of Operations: Term commences upon contract execution and continues for 28 months.

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1) **Narrative Description of Proposed Services**: Oneida County on behalf of the Herkimer-Oneida Counties Transportation Council (HOCTC) is establishing a contract with Fisher Associates, P.E, L.S., L.A., D.P.C. to deliver a Planning and Environmental Linkages study (PEL Study) centered on the transportation corridor at the New York State (NYS) Thruway (I-90/I-790) Interchange 31 at N. Genesee Street (NYS Route 921 C) in response to RFP# 2022-326.

2) **Program/Service Objectives and Outcomes:** HOCTC in partnership with the New York State Department of Transportation (NYSDOT) Region 2 is undertaking a Planning and Environmental Linkages study (PEL study) centered on the transportation corridor at the New York State (NYS) Thruway (I-90/I-790) Interchange 31 at N. Genesee Street (NYS Route 921 C). The Study is to be completed in accordance with Federal Highway Administration (FHWA) requirements using the principles and initiatives of the FHWA Planning and Environmental Linkages (PEL) program.

   The PEL Study will provide a comprehensive analysis related to the transportation corridor centered on the I-90/ I-790/ NYS Route 49/ N. Genesee Street (NYS Route 921C) interchange in the City of Utica, Oneida County, New York State. The Study is the initial step in the planning and design process for this transportation corridor. The Study will identify the existing safety, mobility, infrastructure, community, economic development, regional connections, environmental, social, equity, and environmental justice conditions. The Study will identify concepts to enhance safety, provide missing link highway connections, and re-establish the corridor to accommodate the traveling public in all modes. The Study will represent a collaborative and integrated approach to transportation decision-making that considers environmental, community, and economic goals early in the transportation planning process, thereby using the information, analysis, and products developed during planning to inform the development of feasible concepts, environmental review processes, and preliminary design. The Study will identify concepts to enhance safety, provide missing link highway connections, and apply planning methodologies to re-establish linkages, allowing the corridor to accommodate all travel modes, enhance system safety for all users, be operationally efficient, and enhance the local community.

3) **Program Design and Staffing Level**:

   The Deputy Commissioner of Planning and Transportation Program Manager will serve as the Project Manager. Other department staff will be utilized, as needed.

Total Funding Requested: Account: #K82218221.4902-000 (Revenue)
#K82218221.495-000 (Expense)

Oneida County Funding Recommendation:

Proposed Funding Source (Federal $ /State $ /County $):
Federal: $900,000 (FHWA Planning & FHWA Statewide Planning and Research funded through HOCTC)
State: $0
County: $0

Cost Per Client Served: N/A

Past Performance Served: N/A

O.C. Department Staff Comments:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), effective upon the date of its full execution ("Effective Date"), is by and between the County of Oneida ("County"), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York, and Fisher Associates, P.E., L.S., L.A., D.P.C. ("Fisher Associates"), a New York domestic professional services corporation with its principal place of business at 180 Charlotte Street, Rochester, New York, 14607. The County and Fisher Associates are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, the County issued Request for Proposals Number 2022-326 ("RFP") seeking proposals from qualified firms to provide a Planning and Environmental Linkages ("PEL") study ("Study") and associated services as more fully described in the RFP, a copy of which is annexed as Exhibit B; and

WHEREAS, Fisher Associates responded to the RFP and offered to provide the Study and to perform the associated services, as more fully described in its response (with cost proposal) to the RFP (the "Proposal"), a copy of which is annexed as Exhibit C; and

WHEREAS, the County wishes to hire Fisher Associates to provide the Study and associated services, and Fisher Associates wishes to provide the Study and perform associated services in exchange for the payments described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which the Parties expressly acknowledge, the Parties agree as follows:

1. THE SERVICES. Fisher Associates shall perform the services, through its own efforts or through the use of its subconsultants, as follows (collectively, the "Services") and as more particularly described in the Final Detailed Scope of Work, incorporated herein and annexed hereto as Exhibit D:

    1.1. Task One: Study Initiation. Fisher Associates shall perform Task One, Study Initiation, as set forth in the Final Scope of Work annexed as Exhibit D, and shall deliver: (a) an internal kick-off meeting; (b) a TAG Start-up Meeting; (c) a Comprehensive Management Control Plan; (d) a Stakeholder and Agency Coordination Plan; and (c) a Sharepoint file-sharing site.

    1.2. Task Two: Study Areas Conditions Assessment. Fisher Associates shall perform Task Two: Study Areas Conditions Assessment as set forth in the Final Scope of Work annexed as Exhibit D, and shall deliver Technical Memorandum #1 – Study Area Conditions Assessment.

    1.3. Task Three: Traffic Analysis. Fisher Associates shall perform Task Three: Traffic Analysis as set forth in the Final Scope of Work annexed as Exhibit D, and shall

deliver Technical Memorandum # 2 – Traffic Analysis Report.

1.3.1 At the County's written election, Fisher Associates shall perform Add-on Task Option 3 (a) – VISSIM Microsimulations as set forth in the Final Scope of Work annexed as Exhibit D.

1.3.2 At the County's written election, Fisher Associates shall perform Add-on Task Option 3(b) – Additional Analyses and Assessments (Intersection Capacity, Highway Capacity, and Safety) as set forth in the Final Scope of Work annexed as Exhibit D.

1.4. Task Four: Environmental Analysis. Fisher Associates shall perform Task Four: Environmental Analysis as set forth in the Final Scope of Work annexed as Exhibit D, and shall deliver Technical Memorandum # 3 – Environmental Analysis Report.

1.5. Task Five: Social, Economic & Equity Analysis. Fisher Associates shall perform Task Five: Social, Economic & Equity Analysis as set forth in the Final Scope of Work annexed as Exhibit D, and shall deliver Technical Memorandum # 4 – Social, Economic, and Equity Analysis.

1.6. Task Six: Public Engagement & Involvement. Fisher Associates shall perform Task Six: Public Engagement & Involvement as set forth in the Final Scope of Work annexed as Exhibit D, and shall deliver: (a) a Public Engagement and Involvement Plan; (b) a free-standing website developed using Squarespace; (c) a debrief of each activity completed in Task 6; and (d) a chronological record summarizing all public engagement and involvement undertaken.

1.7. Task Seven: Planning & Environmental Linkage (PEL) Study. Fisher Associates shall perform Task Seven: Planning & Environmental Linkage (PEL) Study as set forth in the Final Scope of Work annexed as Exhibit D, and shall deliver: (a) a Draft Study which presents the findings and concepts; (b) the final Study; (c) a PEL Questionnaire; and (d) a summary of comments and key issues received from the Public Engagement and Involvement Plan.

1.8. Additional Services. In the event that the Parties wish for Fisher Associates to perform additional services not described herein, such additional work shall be set forth in the form of a Statement of Work ("SOW") as annexed as Exhibit A hereto.

2. COMPLIANCE WITH REGULATIONS

2.1. In performing the Services Fisher Associates shall understand and comply with the most current versions of the following documents. Additional documents may require understanding of or compliance with, as they pertain to individual tasks in a SOW.

2.1.1 Federal Highway Administration ("FHWA") Planning and Environmental Linkages ("PEL") Program

2.1.2 National Roadway Safety Strategy ("NRSS"), Safe System Approach

2.1.3 Highway Safety Improvement Program ("HSIP")

2.1.4 The Public Right of Way Accessibility Guidelines ("PROWAG")

2.1.5 Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619)

2.1.6 Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009)

2.1.7 Rural Opportunities to Use Transportation for Economic Success ("ROUTES") initiative

2.1.8 Justice40 Initiative

2.1.9 A Policy on Design Standards - Interstate System, AASHTO

2.1.10 A Policy on Geometric Design of Highways and Streets, AASHTO New York State Highway Safety Plan (NYSHSP)

2.1.11 Manual of Uniform Traffic Control Devices (MUTCD) with New York State Supplement

2.1.12 New York State Pedestrian Safety Action Plan (NYPSAP)

2.1.13 New York State NEVI Plan

2.1.14 NYS Highway Safety Strategic Plan (Governor's Traffic Safety Committee)

2.1.15 NYS DOT Safety Investigation Procedures Manual (also known as the Yellow Book)

2.1.16 Highway Design Manual

2.1.17 Annual Report titled "Update of Accident Costs"

2.1.18 Annual Report titled "Update of Accident Reduction Factors and Average Accident Rates"

2.1.19 NYS DOT Procedures for Locally Administered Federal Aid Projects

2.1.20 NYS DOT Project Development Manual

2.1.21 NYS DOT Right Of Way Mapping Procedure Manual

2.1.22 NYS DOT Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right of Way

2.1.23 NYS Environmental Quality Review Act (Environmental Conservation Law Article 8) and accompanying regulations (6 NYCRR Part 617)

2.1.24 Design Consultant Manual

2.1.25 Standard Specifications for Construction and Materials

2.1.26 Engineering Instructions and Directives

2.1.27 TRNS*PORT Estimator User's Guide

2.1.28 The Environmental Manual (TEM)

2.1.29 Environmental Procedures Manual

2.1.30 HOCTC Long-Range Transportation Plan - Going Places 2040

2.1.31 HOCTC Environmental Justice Analysis 2021

2.1.32 HOCTC Electric Vehicle Charging Station Plan

3. DELIVERABLES.

3.1. Acceptance & Rejection. Any deliverable created pursuant to this Agreement (each, a "Deliverable" and collectively, the "Deliverables") will be considered accepted (the "Acceptance"): (a) when the County provides Fisher Associates with a written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided Fisher Associates with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the Final Scope of Work annexed as Exhibit D or SOW, as the case may be, and only via written notice setting forth the nature of such deviation. In the event of such rejection, Fisher Associates will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the Parties will again follow the acceptance procedures set forth in this Subsection.

3.2. License to Deliverables. Effective upon Acceptance of each Deliverable, Fisher Associates grants the County an exclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the County's internal business purposes, provided the County complies with the restrictions set forth below.

3.3. Restrictions on Deliverables Rights. The County will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof) without Fisher Associates' consent. Fisher

Associates retains ownership of all Deliverables, and the County receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 3.1 above.

4. SCHEDULE. Fisher Associates shall perform the Services in no more than twenty-two (22) months from the Effective Date according to the Project Schedule set forth in Exhibit C, as adjusted to begin upon the Effective Date (as so adjusted, the "Schedule"), provided, however, that the Parties may extend the Schedule upon mutual written agreement.

5. PAYMENT.

5.1. For Fisher Associates providing the Services, the County will pay Fisher Associates an amount not to exceed Nine Hundred Thousand Dollars and Zero Cents ($900,000.00). Payment shall be made monthly on the basis of work completed and billed in accordance with the hourly rates established in Exhibit C.

5.2. There shall be no separate payments for reimbursable expenses. Compensation for all reimbursable expenses is included in the not–to-exceed fee.

5.3. Such payments shall be made by the County after receipt of vouchers presented by Fisher Associates on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

6. TERM. The Term of this Agreement shall commence upon the Effective Date and shall continue for twenty-eight (28) months. Up to two (2) renewal terms of one (1) year each will be considered upon the mutual written agreement of the Parties.

7. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one Party to this Agreement (the "Discloser") discloses to the other (the "Recipient") and includes: (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; and (c) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

7.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the provision of the Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms

no less restrictive than those of this Section; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

7.2. Injunction. The Recipient agrees that breach of this Section would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

7.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser or certify, in writing, the destruction thereof.

7.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

7.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

7.5.1 *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

7.5.2 *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade

secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. HIPAA DISCLOSURES

8.1. HIPAA Assurances. In the event Fisher Associates creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Fisher Associates shall:

8.1.1 Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

8.1.2 Not use or further disclose the PHI, except as permitted by law;

8.1.3 Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;

8.1.4 Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

8.1.5 Comply with each of the applicable requirements of 45 C.F.R. Part 162 if Fisher Associates conducts standard transactions for or on behalf of the County;

8.1.6 Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Fisher Associates becomes aware;

8.1.7 Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained Fisher Associates' obligations under this paragraph and agree to the same restrictions and conditions;

8.1.8 Make available PHI in accordance with the individual's rights as required under the HIPAA regulations; Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

8.1.9 Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and

8.1.10 Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

8.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that Fisher Associates breaches any term in this Section. Alternatively, the County may give written notice to Fisher Associates in the event of a breach and give Fisher Associates five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to Fisher Associates if the County reasonably determines that Fisher Associates has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, Fisher Associates hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.

8.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the County, Fisher Associates shall either return or destroy all PHI received from the County or created or received by Fisher Associates on behalf of the County in which Fisher Associates maintains in any form. Fisher Associates shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Fisher Associates determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Fisher Associates shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Fisher Associates to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Fisher Associates maintains such Protected Health Information.

8.4. No Third-Party Beneficiaries. The Parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.

8.5. Amendment. Fisher Associates and the County agree to amend this Agreement to the extent necessary to allow either Party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both Parties.

8.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

8.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

8.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

9. REPRESENTATIONS & WARRANTIES.

9.1. From Fisher Associates. Fisher Associates represents and warrants: (a) that all Services will be performed in a professional and workmanlike manner; and (b) that all deliverables will conform to their specifications set forth in Exhibit D or the applicable SOW for a period of three (3) years following acceptance. In the event of a breach of either warranty in this subsection, Fisher Associates, at its own expense, will promptly re-perform the Services or repair and redeliver the deliverable in question.

9.2. From Each Party. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

10. INDEMNIFICATION.

10.1. Fisher Associates will defend, indemnify and hold harmless the County, its officers, agents, and employees against any "Indemnified Claim," meaning any claim, suit, or proceeding, including those of third parties, arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by any deliverable; (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of Fisher Associates or of any of its agents, subconsultants, or employees; (c) Fisher Associates' or its subconsultant's performance of the Agreement, (d) intentional or negligent acts or omissions of Fisher Associates, its subconsultants, employees, or agents, or (e) Fisher Associates' or its subconsultant's failure to comply with any of the provisions of this Agreement or of the law.

10.2. Fisher Associates' obligations to defend, indemnify, and hold harmless the County and its officers, agents, and employees do not apply to the extent that an Indemnified Claim arises solely out of: (a) the County's breach of this Agreement; (b) revisions to the deliverable made without Fisher Associates' written consent; (c) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Fisher Associates offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (d) Fisher Associates' design or modification of the deliverable in compliance with specifications provided by the County; or (e) use of the deliverable in combination

with hardware or software not provided by Fisher Associates, unless (A) the Agreement or its SOW, or other documentation provided by Fisher Associates or agreed between the Parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination).

10.3. Litigation & Additional Terms. The obligations of Fisher Associates to indemnify, defend, and hold harmless shall include: (a) all costs and expenses, including attorneys' fees, incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of crossclaim, third-party claim, declaratory action or otherwise and (b) settlement at Fisher Associates' expense and payment of judgments concerning the Indemnified Claim.

11. INSURANCE

11.1. Fisher Associates 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.

11.1.1 Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

1.11.1.1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

2.11.1.1. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

11.1.2 Workers' Compensation and Employer's Liability: Statutory limits apply.

11.1.3 Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than $2,000,000 each occurrence and $2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL limits).

11.2. Waiver of Subrogation: Fisher Associates 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, PL or Workers' Compensation and Employer's

Liability insurance maintained per requirements stated above.

11.3. Certificates of Insurance: Prior to the Effective Date, Fisher Associates 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 each of Fisher Associates' policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

12. TERMINATION.

12.1. Termination for Cause. Either Party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other Party first cures the breach.

12.2. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice to Fisher Associates. On the date of such termination, County will pay Fisher Associates for those Services provided up to the date of such written termination.

13. INDEPENDENT CONTRACTOR

13.1. For the purposes of this Section only, the term "Independent Contractor" shall be broadly construed to include Fisher Associates and any of its subconsultants and all of their collective employees, agents, officers, servants and any of their other personnel. The relationship of the Independent Contractor to County shall be that of an independent contractor. The Independent Contractor shall not be deemed an employee of County and therefore shall not make any claim, demand or application for any employee benefit including, but not limited to, unemployment insurance, workers' compensation, retirement, paid absence, or health insurance. The Independent Contractor covenants and agrees that it will conduct itself in accordance with its status as an independent contractor, and shall not hold itself out as, nor claim to be, an officer or employee of County. 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.

13.2. Payments to Fisher Associates shall be reported on IRS Form 1099, and County shall not make any withholding for taxes or any other obligations. Fisher Associates shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. Fisher Associates shall indemnify and hold County harmless from all loss or liability incurred by Fisher Associates as a result of Fisher Associates not making such payments or withholdings.

14. MISCELLANEOUS.

14.1. Notices. Notices pursuant to this Agreement will be sent by certified mail, return receipt requested, to the addresses below, or to such others as either Party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

14.1.1 *For Fisher Associates*:
Fisher Associates, P.E., L.S., L.A., D.P.C.,
180 Charlotte Street,
Rochester, New York 14607

14.1.2 *For the County*:
Oneida County Commissioner of Planning
321 Main Street, Third Floor
Utica, NY 13501

and

Oneida County Attorney
800 Park Avenue, Tenth Floor
Utica, NY 13501

14.2. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, pandemics or other public health emergencies, embargoes, or other causes beyond the performing Party's reasonable control.

14.3. Subconsultants. The Parties agree that Fisher Associates will engage those subconsultants identified in its Proposal, annexed as Exhibit C (each, a "Subconsultant"). Fisher Associates shall not subcontract for the performance any additional work to be performed under this Agreement without the prior written consent of the County. The Subconsultants and any additional permitted subconsultants shall agree, in writing, to be bound by the terms of this Agreement as if it were Fisher Associates under this Agreement. Fisher Associates shall be responsible to the County for any failure by any subconsultant to comply with the terms of this Agreement.

14.4. Assignment & Successors. Fisher Associates may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Subsection, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

14.5. No Waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

14.6. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Subsection governs all claims arising out of or related to this Agreement, including without limitation tort claims.

14.7. Construction. The Parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either Party by reason of authorship.

14.8. Entire Agreement. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to those set forth in Exhibit E (Standard Clauses for New York State Contracts, Supplemental Title VI Provisions, Requirements For Federally Aided Transportation Projects; and Standard Oneida County Conditions).

14.9. Waiver. No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the Parties sought to be bound.

14.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

14.11. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each Party.

14.12. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

14.13. Advice of Counsel. Each arty acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties have executed this Agreement.

COUNTY OF ONEIDA

By: _____
(signature)

Name: Anthony J. Picente, Jr.
Title: Oneida County Executive

Date: _____

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

By: Emily M. Smith
(signature)

Name: Emily M. Smith
Title: Vice President

Date: September 1, 2023

Approved

_____
Andrew Dean, Esq.
Assistant County Attorney

EXHIBIT A

(Template Statement of Work)

STATEMENT OF WORK (SOW) NUMBER __1__

Title: _____

This Statement of Work Number ____ (this "SOW") is entered into pursuant to the _____ [date] Master Services Agreement (the "Agreement") by and between _____ ("Fisher Associates") and _____ ("County").

This SOW is incorporated into the Agreement. In the event of any conflict with this SOW, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Fisher Associates will provide the following services:

[Insert description of professional services. Include technical specifications for any Deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

_____

II. County Cooperation. County will reasonably cooperate with Fisher Associates in the provision of services and will provide the following assistance to Fisher Associates: [Insert description of County responsibilities or insert "N/A" if not applicable.]

_____

III. Payment. County will pay Fisher Associates as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

_____

IV. Additional Provisions. In addition, the parties agree as follows: [Insert additional terms or "N/A" if not applicable.]

_____

This SOW is effective as of the latest date of execution set forth below.

ONEIDA COUNTY	**FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C**
By: _____ (signature)	By: _____ (signature)
Name: _____ (print)	Name: _____ (print)
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

(Request for Proposals)

REQUEST FOR PROPOSALS

Transportation Corridor - Planning and Environmental Linkages (PEL) Study for the area of the I-90 Utica Interchange (Exit 31) at N. Genesee Street (NYS Route 921 C)

RFP # 2022-326

RELEASED: JANUARY 12, 2023

PROPOSAL DUE: FEBRUARY 27, 2023 AT 2:00 PM

SUBMIT TO:

Herkimer Oneida Counties Transportation Council
Transportation Program Manager
Oneida County Department of Planning
Boehlert Center at Union Station
321 Main Street, 3rd Floor
Utica, New York 13501

HOCTC
HERKIMER-ONEIDA COUNTIES TRANSPORTATION COUNCIL

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SECTION I: STUDY OVERVIEW

The Herkimer-Oneida Counties Transportation Council (HOCTC) is the designated Metropolitan Planning Organization (MPO) responsible for regional transportation planning in the Utica urbanized area as well as the remainder of Oneida and Herkimer Counties. HOCTC in partnership with the New York State Department of Transportation (NYSDOT) Region 2 is undertaking a Planning and Environmental Linkages (PEL) study (Study) centered on the transportation corridor at the New York State (NYS) Thruway (I-90/I-790) Interchange 31 at N. Genesee Street (NYS Route 921 C). The Study is to be completed in accordance with Federal Highway Administration (FHWA) requirements.

HOCTC seeks proposals from qualified firms, individuals, or teams of firms and/or individuals to provide the work outlined in this RFP. HOCTC, on behalf of its member agencies and jurisdictions, will administer the consultant contract and will serve as project manager. The project budget has a soft cap of $800,000 in federal planning funds (FHWA Statewide Planning and Research (SPR) funds and FHWA Metropolitan Planning (PL) funds and is expected to be completed within twenty-two (22) months of contract execution.

The Study will provide a comprehensive analysis related to the transportation corridor centered on the I-90/ I-790/ NYS Route 49/ N. Genesee Street (NYS Route 921C) interchange in the City of Utica, Oneida County, New York State. The Study is the initial step in the planning and design process for this transportation corridor. The Study will identify the existing safety, mobility, infrastructure, community, economic development, regional connections, environmental, social, equity, and environmental justice conditions. The Study will identify concepts to enhance safety, provide missing link highway connections, and re-establish the corridor to accommodate the traveling public in all modes. The Study will represent a collaborative and integrated approach to transportation decision-making that considers environmental, community, and economic goals early in the transportation planning process, thereby using the information, analysis, and products developed during planning to inform the development of feasible concepts, environmental review processes, and preliminary design. The Study will be completed using the principles and initiatives of the FHWA Planning and Environmental Linkages (PEL) program.

A. Background

The Study location is an integral connection between traffic traveling through New York State (NYS) on I-90, the NYS highway network, and the local roadway network. The City of Utica is the urban center of the Mohawk Valley and is centrally located in NYS. Together, the convergence of these networks creates an extremely active transportation interchange that is critical for commerce, freight, economic development, destination travel, recreation, tourism, and maintaining linkages throughout NYS. On a more local scale, the crossroads of these transportation networks create a barrier between the residential neighborhoods, commercial corridors, and the cultural center located in Utica.

A historically rich transportation crossroads, the NYS Thruway (I-90) Utica Interchange 31 connects to Interstate 790, and the critical highways of NYS Route 5, 8, and 12 that collectively move the traveling public to the north, south, east, and west, serving as a commerce and trade corridor. Utica Interchange 31 transitions onto N. Genesee Street (NYS Route 921C), a critical link between downtown Utica, the Nexus Center, Adirondack Bank Center at Utica Memorial Auditorium, SUNY Polytechnic Institute, Wolfspeed, Schuyler Business Park, Griffiss Business and Technology Park, and numerous other economic generators and point of interests. Utica Interchange 31 supports commerce, commuter travel, freight, tourism, and activity in the central portion of NYS, beyond the Oneida County boundary.

The interchange has experienced various operational issues over the years. As it immediately junctures with a high volume NYS highway and urban commercial district, conflicts have increased and are documented in the accident data collected by NYSDOT. The Utica Interchange 31 ramps, where they intersect with N. Genesee Street (Route 921C) are on the NYSDOT Priority Investigation Location (PIL) list for the number of crashes. In addition to the crash history, highway geometric deficiencies and inadequate bicycle and pedestrian accommodations exist. N. Genesee Street is heavily commercialized with many driveways and access points contributing to conflicts. Traffic safety and operations on N. Genesee St. are further degraded by the lack of a direct Interstate to Interstate connection. This system deficiency results in confusing and inefficient traffic patterns. The cashless tolling gantry system for Utica Interchange 31 has been active since November 2020 and was completed in December 2021. This change at Interchange 31 modified access to tandem truck parking and eliminated a park-and-ride lot.

As the study is centered on NYS Thruway Utica Interchange 31, there are currently no plans to modify the operations at this location. Beyond the operational changes made as part of the Cashless Tolling project, the NYS Thruway Authority has no major projects planned for this interchange. Changes to the NYSDOT highway network operations, as related to the recent Rebuilding American Infrastructure with Sustainability and Equity (RAISE) award for two bridges and programmed safety projects, may be implemented prior to the commencement of this Study and will be updated at the time of study commencement. Proposals should consider the interactions with the state and local roadway entry and exit points and the impact on the surrounding communities. The existing alignment within the Study area does not promote safe multi-modal or equitable transportation movements for those entering or exiting the area or for those who travel in the corridor to meet their daily needs.

The Study will identify concepts to enhance safety, provide missing link highway connections, and apply planning methodologies to re-establish linkages, allowing the corridor to accommodate all travel modes, enhance system safety for all users, be operationally efficient, and enhance the local community.

B. Purpose and Need

The documented need to evaluate this corridor has been indicated by its first appearance on the HOCTC Unified Planning Work Program for 2017-18. At that time, MPO member municipalities and agencies had brought the issues to Policy Committee meetings, warranting its inclusion as a priority item. The Study was identified to address the corridors' existing safety, mobility, infrastructure, community/social, environmental, and economic development, then identify needs, and system gaps, and provide feasible concepts for a sustainable redesign that mitigates existing conditions.

Approaching the Study holistically, the entire corridor will be evaluated to quantify its regional impact as a gateway to the Mohawk Valley and Adirondack region. Specific tasks include planning, environmental studies, forecasting an origin-destination study, developing a purpose and need, alternative development, cost estimating construction phasing, and public involvement. The Study will include some work that may be accepted into a future environmental document as listed in 23 U.S.C. 168 Integration of Planning and Environmental Review. The Study will also identify existing and projected land uses that serve as the origin or destination points for traffic using Utica Interchange 31.

Three main needs have been identified for this Study: safety, economic development, and infrastructure redesign. The purpose of the PEL Study is to improve safety, accommodate all users, minimize congestion, increase operational capacity and system interchange operations, reestablish connections in the transportation corridor, and support development.

1. *Safety:*

The Study will seek to improve the safety of a major regional interchange and related features that serve a unique blend of retail, commercial, light industrial, freight, entertainment, recreational, and residential uses.

There is a safety and connectivity issue at the interchange of I-90, I-790, and NYS Route 921C (N. Genesee St.). Currently, all traffic exiting the Thruway (I-90) at Utica Interchange 31, and a large percentage of the traffic entering Utica Interchange 31, must use N. Genesee Street as there are no interstate-to-interstate or interstate-to-freeway connections. Currently, bicycle and pedestrian accommodations are minimal, thus creating an inequitable travel corridor.

2. *Economic development:*

Due to age, growth, and existing design inadequacies, the interchange and existing corridor infrastructure pose challenges for efficiently moving the traveling public to and from the Mohawk Valley Region in central NYS. The ad hoc nature of Utica Interchange 31 and its interaction with the NYS highway and local roadway system does not promote economic development. The traveling public finds navigation difficult and businesses seek other routes for logistics, creating inequalities and limiting economic opportunities.

3. *Infrastructure:*

The infrastructure in the Study area is aged in all respects. Area local, state, and federal systems have seen very little beyond standard maintenance repairs for approximately 30 years. The roadway network has not kept pace with the increased volume of roadway users. Installation of the cashless tolling gantry at Utica Interchange 31 added new technology and removed the toll barrier plaza, which resulted in operational improvements for the Interstate such as stop-and-go traffic, reduction of conflicts from traffic weaving in a short distance, and reducing air pollution, but did not address any existing infrastructure issues or deficiencies in connecting to the highway network (state and local). The shared ownership of the roadway network within the study area requires a multi-agency agreement to comprehensively look at the study area and seek holistic solutions to create a sustainable future design.

C. Study Objective and Goals

The objective of this Study is to identify and address current and projected transportation (mobility, safety, and operational) issues within the study area. Ultimately, this effort will produce a PEL study, that includes elements of a Project Scoping Report (PSR) document and will provide feasible concepts to address safety issues for all roadway users, reconnect residential neighborhoods, connect people with employment opportunities, engage functional design, and create an easily navigable interchange between federal, state, and local roadway networks for all users that will support future area development.

The Study will utilize industry best practice transportation planning, analysis, modeling, simulation, and traffic engineering, to understand the current issues. The planning analysis will be used to understand the equity and environmental issues existing and seek ways to mitigate them. The development of feasible concepts will be utilized to evaluate changes to the geometric design of the existing interchange, and corridor traffic flows, and address safety issues. Computerized models will be used to represent the interplay of existing conditions, projected land-use buildout, and future traffic volumes, and incorporate current design standards in the study area.

Per the National Environmental Policy Act (NEPA) and NYSDOT's procedures for the implementation of the State Environmental Quality Review Act (SEQR), the Study will:

- Identify the safety, mobility, infrastructure, community, and environmental conditions and needs in the study area
- Develop the Study purpose and need
- Define the preliminary range of concepts
- Eliminate unreasonable concepts
- Develop a Public Engagement and Involvement Plan and begin the public involvement process
- Identify the benefits and impacts of proposed transportation system improvements to the environment, community, and economy
- Identify any areas of significant environmental concern

Additionally, this Study is being completed under the FHWA PEL program guidelines, and seeks to achieve the following objectives:

- Improved sharing of information
- Elimination of duplicative efforts in planning and NEPA processes
- Improved communication and stronger relationships
- Early consultation and collaboration among stakeholders to identify potential impacts
- Accelerated Study delivery
- Better environmental outcomes
- Timely permit decisions
- Mutually beneficial outcomes

For HOCTC, as the Metropolitan Planning Organization (MPO), the transportation planning goals of the Study are:

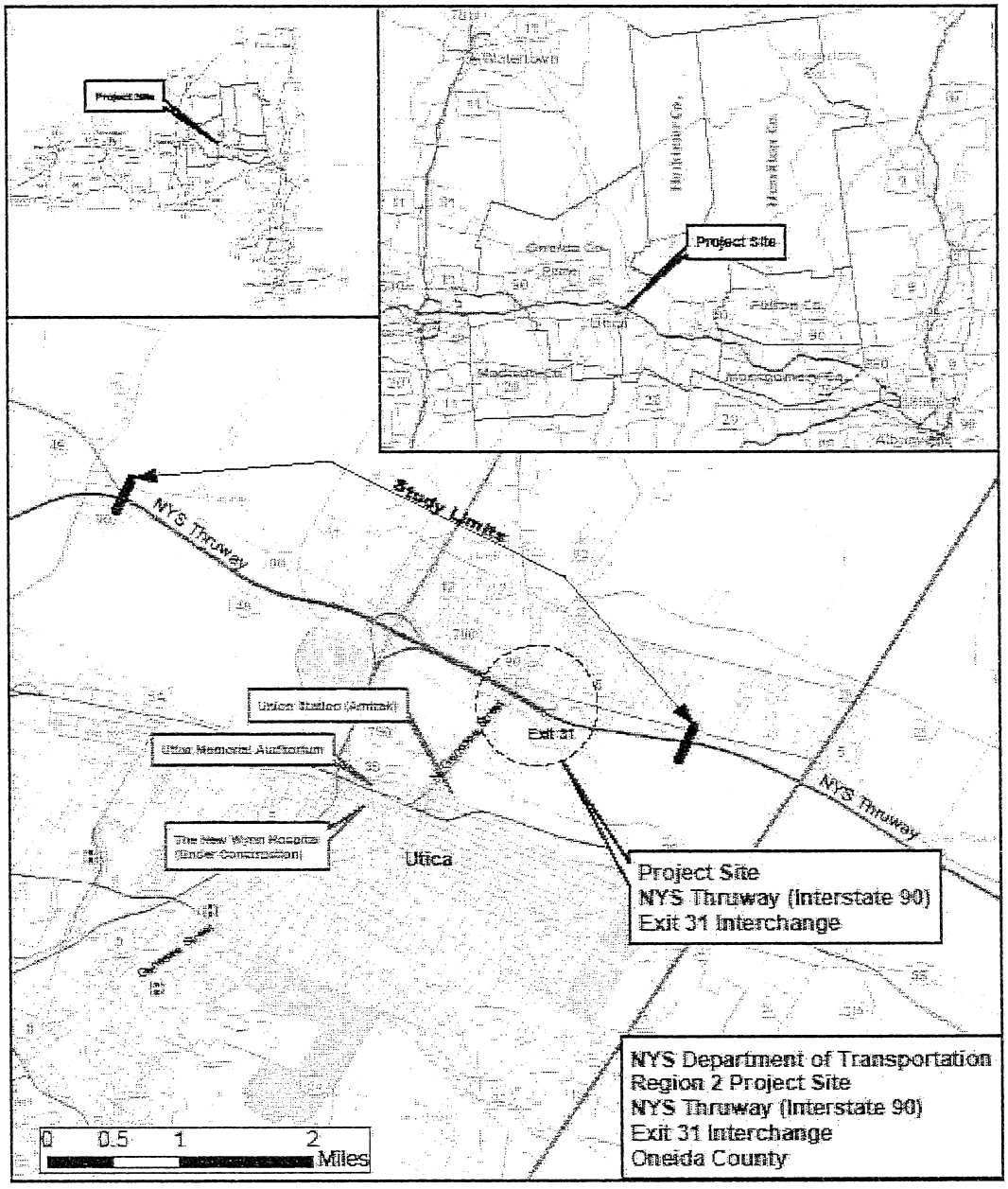
- Safety – Safe travel accommodations for all users.
- Mobility – Efficient system to move people and goods and accommodate future growth.
- Access – Corridor approach for efficient and safe access for all users to economic centers, and interstates.
- Alternative Modes – Efficient connections to transit, and pedestrian and bicycle accommodations.
- Sustainability – A sustainable approach for meeting safety, mobility, environmental protection, livability, and asset management needs while meeting economic targets for cost-effectiveness throughout the project's life cycle.

SECTION II: STUDY DETAILS

A. Study Area

The Study area is located in Oneida County, New York State. The Study area encompasses a portion of the City of Utica and borders the Towns of Marcy and Deerfield. Specifically, the area is centered on the Route 921 C (N. Genesee Street) corridor, New York State Thruway (I-90) Utica Interchange 31 and all ramps, I-790, Auert Ave., Herkimer Rd., River Rd., Leland Ave., and NYS Routes 49, 5/8/12, and 5 (Study Area).

General Study Area



Detailed Study Area

NOTE: The detailed study location boundary is shown to focus on the significant area of concern. The transportation network within the Study is complex and integrated; it should be recognized that analysis and proposed solutions may and can extend beyond the boundary shown.

B. Planned Improvements

Within the Study Area, the following projects are currently planned and are listed on the TIP/STIP:

- PIN 204707 – RAISE Grant: This is a two-bridge replacement project on NYS Route 921C (North Genesee Street) over the Mohawk River, Harbor Lock Road, and Erie Canal. It is funded in the amount of $38,052,000 for FFY 2021, 2023, and 2024 utilizing State Dedicated Fund (SDF), FAST Act, and National Highway Performance Program (NHPP) sources.
- PIN 204707 – Safety project: This project on NYS Route 921C (North Genesee Steet) will address safety issues at and on the ramps at the interchange of NYS Route 49 and Interstate 90. It is funded

in the amount of $2,307,000 for FFY 2021 and 2022 utilizing Highway Safety Improvement Program (HSIP) sources.

Within the Study Area the following private developments are recently completed, in progress, or planned to be progressed during the duration of the study:

- Wynn Hospital
- NEXUS Center
- Wolfspeed
- Amazon Prime Hub
- Harbor Point
- Starbucks

C. Study Deliverables

For the purposes of this study, deliverables mean any tangible property, including software, media (print and digital), graphics, documents, maps, or similar types of products delivered to Oneida County/ HOCTC under this Scope of Work (SOW). Except for commercial off-the-shelf type products where the license for such products is contained in the applicable scope, Oneida County, HOCTC, and NYSDOT shall have exclusive unlimited ownership rights to all deliverables developed and submitted as part of this study.

All submittals must be accepted by the Project Manager (HOCTC Director or Transportation Program Manager.

The Study will use the PEL process to develop, evaluate, and select transportation concepts to address identified needs in the Study Area. PEL will include but is not limited to expanded public outreach, directed outreach to state and federal agencies, documentation consistent with commonly accepted PEL standards, adherence to NEPA standards in review and analysis, development of all PEL documentation for submittal to FHWA, and identification of transportation equity issues within the Study Area.

A draft and final PEL Study will be produced by the selected consultant/consultant team. This final document will be completed in such a format that allows it to be eligible for federal funding and to progress the concepts developed towards engineering design, obtain capital funding, and for specific projects to be placed on the TIP/STIP (pending available funds) for implementation.

The selected consultant/consultant team will be required to provide:

1) All digital formats of any reports or graphics shall be in a Microsoft or Adobe file format.
2) All data, data sets, analysis reports, inventories, and similar type materials in Microsoft platform-based format.
3) All mapping developed will be in ESRI/ArcGIS format and provided to Oneida County/ HOCTC after completion of the Study.
4) The consultant shall provide draft and final work products to HOCTC in the following format:
    a. Graphic documents.
        i. Draft graphic documents shall be delivered in a digital format in a manner that can be 1) viewed on any computer platform, and 2) printed on plotters.

ii. Final graphic documents shall be printed or plotted on paper and delivered in a digital format in a manner that can be 1) viewed on any computer platform, and 2) printed on plotters. Upon request and at additional cost to the consultant only, the consultant will provide additional sets of high-quality reproductions of the graphics documents in an appropriate production printing format.

b. Written documents.

i. Two (2) hard copies of the draft study for staff review.
ii. One (1) copy of the draft study in electronic (Microsoft or Adobe) format suitable for partner agency review.
iii. Two (2) reproducible and unbound copies of all final written documents shall be printed on paper in a manner appropriate for reproduction will be provided. This document shall be digitally provided in an appropriate computer format (Microsoft or Adobe). The report will be converted into a read-only format (*.pdf), sized such that online consumption of the material is possible.

All products developed for this planning study and delivered to HOCTC/ Oneida County shall become the property of the same.

D. Work Duration

It is expected that the study shall be completed in no more than twenty-two (22) months from the time of contract execution. An extension of time may be allowed should completion be deemed not feasible due to forces beyond contract performance. Availability of additional funding, in conjunction with a time extension, should not be assumed and is solely dependent on justification and availability of funding. The SOW should be scheduled to be completed within (or less time than) the work duration specified.

SECTION III: SCOPE OF WORK (SOW)

This section establishes the Consultant's task responsibility. The Study will be conducted by the Statewide and Metropolitan Planning Regulation 23 CFR 450 and the provisions linking planning and NEPA presented in Section 450.318 and Appendix A of 23 CFR 450 are to be followed. The Consultant will be expected to understand all parameters of the U.S. DOT Federal Highway Administration Planning and Environmental Linkages (PEL) Program. The design of this Study shall be progressed per the current NYSDOT Project Development Manual (PDM), and appropriate sections of the Federal Aid Policy Guide (FAPG). A list of the minimum documents that need to be understood and/or complied with is provided in Appendix E, additional documents may require an understanding of or compliance with, as they pertain to individual tasks in the SOW. Before transmitting any product, the Consultant shall review it to ensure its conformity to all applicable State requirements. All submittals must be accepted by the Project Manager (HOCTC Director or Transportation Program Manager).

The items contained in the SOW are expected to be completed by the consultant to facilitate delivering the Study. The consultant must provide a detailed approach as to how each task is to be accomplished. If based on consultant knowledge, the consultant believes the SOW outlined in this RFP should be changed in any way, the consultant must suggest changes within the corresponding SOW task as part of the proposal and describe how those changes will better meet the study objectives.

The following activities of communication, consensus building, project team reviews, conceptual design, data gathering, documentation, and formal public notice should be planned by the Consultant and coordinated with HOCTC. The time of their accomplishment will overlap, and parallel paths of activity should be planned to finish the initiation and conditions assessment phases in the shortest possible schedule. The type and number of meetings, documents, etc., will depend on the category and characteristics of the study work. An SOW and timeline shall be developed by the Consultant which satisfies the requirements of the Study.

A. Task 1: Study Initiation

1. Internal Study Kick-off

   An internal Study kick-off meeting will be held by HOCTC, coordinated by the Consultant, and include NYSDOT, NYS Thruway Authority, FHWA, and Oneida County staff. The meeting will review the Management Plan, scope, schedule, key milestones, and Study Area boundary. The meeting may include an on-site inspection to familiarize the entire team with the character and conditions of the area. The Consultant shall develop an invitation list in coordination with HOCTC, send notices with a draft agenda, and provide meeting minutes to all those invited.

2. Technical Advisory Group (TAG)

   To facilitate the study, a TAG will be established. The TAG will be comprised of HOCTC, Oneida County, NYSDOT Region 2, NYS Thruway Authority, the Consultant team, and FHWA. The Consultant team will coordinate with the TAG to determine the proper level of involvement and engagement required for the Study Area elected officials, associated stakeholder groups, tribal nation representatives, and communities. It is anticipated that there will be eight (8) facilitated TAG meetings that will be the forum for addressing issues and making recommendations as a group. As coordinated with and approved by the Project Manager, specific issues will be

addressed through consultations with the affected jurisdictions. Operating guidelines and a TAG work plan will be established to define the group's goals and how they will function.

3. Management Plan

The Consultant shall provide a Management Plan for management, coordination, and control to ensure the successful and timely completion of this Study. At the beginning of work under this contract, the Consultant shall prepare a detailed Management Plan, including:

a. A detailed work plan, schedule, and cost breakdown for each subtask described in this scope of work
b. Identify the method for tracking the budget and schedule for the duration of the project
c. Establish the milestones
d. Establish key contacts within the consultant team and other stakeholders
e. Include a Quality Control Plan that describes the Quality Control Process to be used.

Before transmitting each of the Consultant's and sub-consultant's products (reports, plans, specifications, estimates, etc.) to the Project Manager, such products must undergo a Quality Control review. The Quality Control review will identify inconsistencies, calculation errors, missing items, problems, and errors with the products. This is to ensure that products conform to NYSDOT standards, guidelines, procedures, and specifications deliverables are of good value.

The Consultant shall post to MS Teams for the duration of any Agreement resulting from this RFP all technical material that they provide to the Project Manager considered a formal technical product, including all draft and final reports.

4. Meetings

These meetings are to be standard progress meetings for the Study. These meetings do not include specific public information meetings specifically described and covered under other tasks. The Consultant shall coordinate attendance for all meetings with the Project Manager. The Consultant shall prepare for and participate in these meetings and shall provide documentation of the meetings such as agendas, presentation materials, and meeting minutes. TAG and stakeholder coordination will occur for each meeting, as needed. The Consultant should carefully anticipate the number of meetings that shall be necessary, as the cost of all meetings shall be included as part of the contract price. Study meetings will include in-person and virtual meetings. It is expected that the Consultant shall at minimum conduct an initial in-person site visit to become familiar with actual field conditions and conduct half of the total number of meetings in-person.

A start-up meeting will be held by the Consultant with the TAG. This will include a review and discussion of the PEL approach, coordination with FHWA, NYSDOT, NYSTA, local government partners, the public involvement process, and additional topics relevant to start-up.

5. Management Communication

The Consultant and the Project Manager shall meet at least monthly to review the cost, schedule status, and progress of the work, as well as address unanticipated problems and potential

solutions. The Consultant shall prepare status presentations, as requested at key milestones to update the TAG on the status and progress of the work. The milestones include Scoping, Purpose and Need Statement, Concept Development/Analysis, Feasible Alternative(s), Funding/Prioritization/Phasing, and PEL Report.

For the duration of work under any Agreement resulting from this RFP, the Consultant shall provide a monthly update on the Study schedule, by task indicating percent complete. The Consultant shall provide information on specific task activities to assist NYSDOT Region 2 in the development of a Primavera P6 schedule. This information could consist of, but is not limited to, activity predecessor and successor relationships, planned durations, work schedules, assigned resources, monthly resource usage, and estimated hours.

6. Stakeholder Management

HOCTC will assist the Consultant in organizing all stakeholder meetings and public meetings. It is anticipated that a minimum of four (4) Consultant/Stakeholder meetings will be necessary. In addition to this, it is anticipated that numerous other contacts will need to be made with all the stakeholders, both at the staff level and the elected official level, to communicate the stakeholders' concerns about specific problems and visions for the Study Area.

a. Stakeholder Interviews: Understanding the ideas, perspectives, and needs of the stakeholders in the corridor is critical for broadly supported decisions. At the start of the study, as coordinated with and approved by the Project Manager, interviews will be conducted with stakeholders after the first TAG meeting to understand their respective interests, goals, issues, and desired outcomes for the Study Area. An interview template will be prepared before conducting interviews. An overall summary of interview issues will be prepared after the interviews take place and the results will be part of the public participation plan. These interviews will be conducted by phone. It is anticipated that up to ten (10) Stakeholder Interviews will be held.

7. Stakeholder and Agency Coordination Plan

The Consultant shall develop a Stakeholder and Agency Coordination Plan which shall at a minimum includes the:

a. Preliminary identification of critical issues and problems in need of resolution.
b. Recommend the proper level and means of involvement in the study by the public.
c. Identification of Resource Agencies with an interest in the Study Area and the level of consultation required with each agency for the successful completion of the study.
d. Identification of stakeholders, resource agencies, community leaders, elected officials, and key community groups and recommend level, and means of involvement in the study by those identified.
e. Identification of planned community events near the highway, interchange, and intersection that are scheduled during the study
f. Description of participation methods, objectives, and where each fits into the schedule.
g. The Consultant shall assist the Project Manager whenever necessary in its ongoing coordination with outside agencies.

8. Standard Software

   All work products shall utilize standard industry software, as appropriate to the task. This includes Microsoft Office, Microsoft Teams, Adobe, CADD, TransCAD, ESRI, Synchro, SimTraffic, Highway Capacity Manual (HCM), VISSIM, and Primavera P6. This listing is not exhaustive, unique tasks contained in this SOW may require additional software. All software to be used will be agreed upon, prior to work commencing.

❖ Task 1 Deliverables

1. Internal kick-off meeting
2. Start-up meeting
3. Management Plan
4. Stakeholder and Agency Coordination Plan

B. Task 2: Study Area Conditions Assessment

The items contained in this Task are required to be completed and will form the basis for this study.

1. Study Area Conditions Assessment Report shall generally include, but is not limited to the following:
   a. Collect and consolidate existing information on the Study Area.
      1) An appendix to the Study Area Conditions Assessment Report shall be created to document, in list form, the sources of the existing information.
   b. Collect and document Study data for the existing transportation system in the Study Area.
   c. Reference the list of issues that resulted from contacts with stakeholders and general knowledge of the Study Area to identify a list of key needs in the Study Area.
   d. Prepare a preliminary list of existing and anticipated transportation deficiencies in the Study Area. The list should describe the existing or anticipated deficiencies in the transportation system and the growth or changing needs in the Study Area along with an estimate as to the timeframe in which deficiencies will occur.

2. Study Area

   History of the Study Area, including roadway or land development projects, occurring within the past 5 years, in progress, or planned, note whether they are private or public. Including, but not limited to:
   a. Determine the influence, of private development in progress or proposed projects in the vicinity of the Study Area.
   b. Review all local and regional comprehensive plans or planning studies prepared for the Study Area and adjacent communities, to ensure that the Study is consistent with local plans.
   c. Review all statewide plans for bicycles and pedestrians, safety, transit, mobility, emerging technologies, waterways, and multi-modal projects, that apply to the Study Area, to ensure that the Study is consistent with statewide transportation plans.
   d. Develop a demographic profile, including population, growth, employment trends, and all elements identified in the Social, Economic, and Equity Analysis task.

3. Existing Transportation System

Document the existing highway features within the study limits, in a list or table organized by functional classification. Including, but not limited to:

1) Name of roadway
2) Functional classification
3) Ownership and maintenance jurisdiction
4) Number, width, type, and locations of travel lanes
5) Right-of-way width
6) Shoulder widths and types
7) Width and type of median
8) Width of clear zone
9) Vehicular access control for commercial driveways, interchange ramps, minor intersections, and interchange areas
10) Parking conditions within the Study Area
11) Location of traffic control features
12) Intelligent Transportation Systems (ITS), type and locations
13) Inventory of bus routes and transit stops
14) Intermodal connection facilities
15) Pedestrians and bicyclist facilities
16) Parks and recreational facilities
17) Train stations
18) Bridges
19) Utilities and ownership

a. Provide a general assessment of safety issues within the Study Area.
b. Provide a general assessment of drainage conditions within the Study Area.
c. Document if any school buses, emergency vehicles, or farm vehicles travel within the Study Area.
d. Document the existing travel markets that use the transportation system:
    1) Geographic locations of the origins and destinations
    2) Trip purpose (Commuter/Non-commuter trips/Tourism)
    3) Local versus regional trips
    4) Average Length of trip
e. Identify all existing nonstandard features, as specified in the NYSDOT Highway Design Manual, that are within and immediately adjacent to the Study Area.
f. Identify any specific non-standard features that correlate with a high accident rate.

4. Traffic Control

The Consultant shall be prepared to provide traffic control for any of their field activities or for any supplemental technical survey that they perform during this study.

❖ Task 2 Deliverables

1. Technical Memorandum #1 - Study Area Conditions Assessment

C. Task 3: Traffic Analysis

Task 3 shall provide a full technical analysis of traffic conditions in the Study Area. All items outlined will utilize accepted and industry standards for analysis, modeling, forecasting, and simulation of traffic. This analysis shall review existing and forecast future traffic volumes, travel/access patterns, origin and destination data, LOS, delays, travel times, and speeds in the study area. The Consultant shall coordinate this work with other studies in the immediate area, as appropriate.

1. Traffic Data Development

   Collect and document existing traffic, capacity, level-of-service, operations, travel patterns, multi-modal, safety, and all data required for full traffic analysis. Including, but not limited to:

   a. Analyze traffic data for existing conditions, using the base metrics of:
      1) Volume
      2) Speed
      3) Classification
   b. Provide a growth factor for forecasting.
   c. The typical existing cross-sections for all existing roadways shall be illustrated cross-sections along with an assessment of the operational and safety adequacy of the cross-sections based on both existing and future travel demands.
   d. Documentation of coordination with all New York State (NYS) plans for the transportation network, including but not limited to plans for:
      1) bicycles and pedestrians (NYS Pedestrian Safety Action Plan)
      2) safety (NYS Strategic Highway Safety Plan (SHSP))
      3) transit
      4) mobility
      5) emerging technologies
      6) tourism and recreation
      7) alternative fuel (NYS National Electric Vehicle Infrastructure (NEVI) Plan))

2. Capacity and Level-of-Service Analysis

   Consultant shall perform capacity analysis, operational modeling, and forecasted simulation for the Study Area. Including, but not limited to:

   a. Document the existing mainline speed limits and existing operating speeds (85th percentile speeds, in most cases).
   b. Develop travel speed and delay estimates for the peak hour and average hour for existing traffic conditions and the design year traffic for the no-build alternative.
   c. Forecast data shall include AADT, DHV (2-way), DDHV, vehicle classification, vehicle operating speeds, turning volumes, and peak flows.
   d. Forecast projections are to be for the existing conditions (2022), no-action +10 (existing +10 years), no-action +20 (existing +20 years), and the feasible set of concepts.
   e. Design year volumes are developed according to the policy in the NYSDOT Project Development manual Appendix 5 as superseded by EB 20-018 and shall explain the basis for the design year selection.

f. Consultant shall provide flow diagrams for appropriate peak periods showing existing and design year volumes on the mainline, on each approach of all intersections, interchanges, and major traffic generators.
g. Consultant shall calculate levels of service at relevant locations within the Study Area:
    1) At a minimum, this will include the mainline of I-90, I-790, and NY-921c at the Exit 31 interchange connection, on relevant ramps, and NY-921c at Herkimer Rd., Auert Ave., and Wurz Ave.
    2) Specific locations to be evaluated will be determined by the Consultant in coordination with the Project Manager.
    3) Daily vehicle classification counts will be collected at locations determined to be relevant to the study (a minimum of two (2)).
    4) Intersection turning movement count locations are to be determined by the TAG and Consultant.
    5) As necessary to supplement existing traffic count data, daily traffic counts shall be completed on mainline I-90 and I-790, at the NY-921c interchange, and on ramps, in a manner that will allow a full evaluation of merge, diverge, and weaving operations.

3. Traffic Operational Analysis

The traffic operational analysis will identify impacts and appropriate mitigation measures and allows assessment of the existing and future roadway system's performance, maintenance, and capacity needs within the Study Area. Including, but not limited to:

a. Summarize future traffic (year 2043) operations in the Study Area for both the AM and PM peak hours.
b. Perform a sketch plan sensitivity analysis for future traffic operations (beyond 2043) based on anticipated growth in traffic.
c. Use a micro-simulation model to evaluate the traffic operations of the complete roadway system and report the agreed-upon measures-of-effectiveness (MOEs) for the existing conditions, no-action, and the feasible set of concepts.
d. Modeling will be used to understand the regional distribution of traffic, and possible diversions for different design concepts and to help determine the limits of the micro-simulation analysis. The specific model(s) to be used will be determined during the study and must be acceptable to both NYSDOT and FHWA.
e. Site-specific operational analysis (i.e., turning movement delays, weaving analysis, queue length determination, etc.) may also be required at strategic locations within the Study Area to help identify feasible short-term improvements that may provide operational benefits while remaining consistent with the feasible long-term concepts. Specific locations will be determined by the TAG and Consultant.
f. The Consultant is required to follow the guidelines provided in the FHWA Traffic Analysis Tools for methods for collecting traffic data and setting up and calibrating the micro-simulation models. The Consultant will also be required to coordinate with the Project Manager, NYSDOT, and FHWA at key milestones in the traffic modeling (i.e., model validation and calibration, MOE selections, etc.) before additional work proceeds.

4. Origin and Destination Study

An evaluation of travel patterns to identify where vehicles are coming from, where they are going, why people are traveling, when the trips occur, and what types of vehicles are traveling through the Study Area, specifically at I-90 interchange 31. Including, but not limited to:

a. Determine the origin and destination of vehicles traveling through I-90 interchange 31.
b. Determine causes for existing travel patterns for destination trips (tourists) vs commuters.
c. Detail trips by internal to external, external to internal, external to external, and internal to internal trips, by vehicle classification.
d. Analyze the roadway network performance in future years with committed and conceptual road projects and developments.
e. Utilize existing and develop new data, pull historical, anonymized data from location-based apps and GPS-navigation services, license plate surveys, agency records, and other big data sources.
f. Obtain a clearer understanding of traffic and multi-modal transportation patterns and pedestrian and vehicular effects attributable.

5. Freight Analysis

The freight analysis shall include a detailed inventory of existing conditions and an assessment of current and future freight needs for the Study Area. The inventory and assessment shall also consider changes in industrial development within 65 miles of the Study Area, and operations of the overall supply chain and logistics industry. Including, but not limited to:

a. Additional data shall be collected on the following aspects of freight transportation:
    1) Designated truck routes – local, regional, state, and national
    2) Routes with truck prohibition
    3) Freight origin/destination patterns
    4) Bridges – sufficiency ratings, weight restrictions, and low bridges
    5) Authorized and unauthorized parking locations for overnight/staging needs
    6) Rail crossing locations and safety issues
    7) Freight rail facilities – intermodal, bulk transfer, and carload
    8) Relevant truck-related signage
    9) Other intermodal facilities (air and pipeline) if present
    10) Locations of alternative fuel facilities – CNG, LNG, electric
    11) Major generators of truck trips
    12) Locations for potential growth, with a focus on industrial growth
    13) Existing land use/zoning conflicts between industrial and residential areas
b. Using data and information gathered in the inventory, as well as input from technical staff, stakeholders, and the public, elements of the transportation system will be assessed to determine both existing and potential future conditions.
c. The analysis will include a high-level review of best practices for freight planning to provide direction during the remainder of the planning efforts.
d. The analysis will address both strengths and shortcomings of the system and the ability of existing facilities and services to meet the Study Area's needs.

e. The analysis process may use any combination of regional and local area travel demand models, analytical tools, and methodologies that best suits the characteristics and issues of the Study Area and produces useful information in a cost-effective manner.

6. Travel Demand Forecasting
   Development of the 2043 travel demand forecasts approved for study use by NYSDOT and FHWA. These forecasts will be used to develop 2043 traffic volumes on mainline I-90, I-790, NY 921C, arterial roadways, and peak hour turning movements at signalized intersections and interstate ramp terminals. Including, but not limited to:
   a. If it is determined to be necessary to perform any additional Travel Demand Forecasting (e.g., to account for changed planned land use or travel network conditions), the consultant shall develop a sub-area model specific to the Study Area and will utilize the model that is available for such purposes.
   b. The consultant shall be responsible for performing reasonableness checks on information developed and derived from the use of the model. The Consultant shall use the approved data sets and road network to ensure that the traffic analysis is compatible with the NEPA process.

7. Multi-modal Transportation Analysis
   The multi-modal transportation analysis will identify existing modes of travel beyond traditional automobiles, assess the existing, identify deficiencies, and evaluate potential upgrades and integration with future concepts. Including, but not limited to:
   a. The Consultant shall analyze existing bicycle and pedestrian facilities for safety, adequacy, and connectivity.
   b. Existing bicycle and pedestrian activities will be documented and analyzed to project future modal utilization.
   c. Public Right-of-Way Accessibility Guidelines (PROWAG) and Americans with Disabilities Act accessibility requirements will be reviewed and recommendations for improvements in the existing conditions, no-action, and the feasible set of concepts to address mobility and accessibility within the Study Area.
   d. Bus facilities and sites will be analyzed to understand their relationship with the traffic flow of the corridor. Recommendations will be provided for integration into the no-action and feasible set of concepts to support a multi-modal transportation network.
   e. Review of Complete Streets design standards and documentation of the degree to which elements exist.

8. Safety and Accident Analysis
   The safety and accident analysis will identify existing areas of concern, appropriate mitigation measures, and assessment of the existing and future roadway system's safety needs. Including, but not limited to:
   a. Safety Assessment Reports will be provided from NYSDOT, which identify existing safety problems within the study limits to the extent that they are readily available.
   b. Crash data will be provided from the NYSDOT Accident Location Information System (ALIS) and Crash Location and Engineering Analysis Repository (CLEAR) databases. This will include the most recent accident data including:
      1) NYSDOT Regional Priority Investigation Locations (PILs)
      2) Accident records for the last three years
      3) Statewide accident rates relevant to the study area

c. The Consultant shall compare accident rates within the study area to statewide rates by facility type, noting any areas of significance.
d. Additional crash and traffic data shall be collected (including truck traffic) in the field or using existing datasets for the study area and surrounding roadway network impacted to be used for safety and operational analyses.
e. HCM analysis will be required at critical intersections and, if needed any additional areas of safety concern identified during the study.
f. Additional traffic data may be compiled from various State and municipal sources or counted in the field as required.
g. In the concepts evaluation portion of the PEL Study, and any other sections that pertain to Safety, the consultant shall specifically identify how the 'Build' concepts propose to mitigate the existing safety problems based on the Safety Assessments and crash data collected as part of this PEL.
h. In the concepts evaluation portion of the PEL Study, and any other sections that pertain to Safety, the consultant shall specifically identify how the 'Build' concepts utilize complete street best practices to mitigate the existing safety problems for all roadway users as part of this PEL.

9. Agency Responsibilities

The transportation Agencies will provide the Consultant with existing local land use and transportation plans, traffic counts, roadway striping plans (illustrating lane/roadway/right-of-way widths), on-street parking inventory/utilization, digital photographs of different roadway segments, information on sidewalk and parkway features, and building set-back, when available. The Agencies will assist the Consultant in obtaining any other data which may be necessary for completing the existing conditions report. The Agencies will appoint one individual as their designated liaison to HOCTC and the Consultant to better facilitate communication.

10. Consultant Responsibilities

The Consultant shall prepare a Traffic Analysis Report which includes full and complete work products for items 1 – 8 of Task 3, as described.

❖ Task 3 Deliverables

1. Technical Memorandum # 2 – Traffic Analysis Report

D. Task 4: Environmental Analysis

This covers general analysis and preparation of the environmental portion of the PEL, including summarizing detailed studies and reports performed under other tasks. The Consultant shall document in this task of the report the assessment of social, economic, and environmental impacts. All assessments will be conducted per the NYSDOT's Project Development Manual (PDM), SEQRA, and NEPA requirements. For this PEL study, it is assumed this proposed project will be a NEPA Class (III) Action under USDOT Regulations 23CFR771 and a SEQR non-Type II project. The following are required.

1. The Consultant shall conduct a field investigation to determine existing terrestrial and aquatic ecological characteristics in the Study Area, including but not limited to:
    a. General terrain.

b. 100-year and 500-year floodplain boundaries and floodways
c. Major hydrologic features.
    1) Determine the general characteristics of all bodies of surface water within and adjacent to the Study Area, including named and unnamed tributaries, streams, creeks, rivers, ponds, lakes, wetlands, and special aquatic sites (as defined in Section 404 of the Clean Water Act).
d. Habitat types (e.g., fields, shrublands, hardwood forest, wetland, agricultural land) and relative abundance of each habitat type.
e. Expected characteristic plant species associated with each habitat type.
f. Expected characteristic fish and wildlife (i.e., typical fish, mammal, bird, amphibian, and reptile species known or expected to occur in the study vicinity).
g. Determine the presence or absence of endangered, threatened, or rare species within the study boundaries, assess the potential impacts of each design alternative on such species and their habitats, and as necessary determine measures for avoidance, mitigation, and minimization of harm.
h. Location of wetlands review NYSDEC Freshwater Wetlands Maps to identify locations of state-regulated wetlands in the Study Area.
i. From field observations and wetland classification sheets (available from the NYSDEC regional office) the Consultant shall determine wetland characteristics of each delineated wetland, including:
    1) Approximate total wetland area.
    2) Approximate wetland area within the existing or proposed right-of-way.
    3) Wetland cover types (e. g., forested wetland, scrub-shrub wetland, emergent marsh, wet meadow, bog).
    4) NYSDEC wetland classification(s).
    5) Dominant plant species.
    6) Probable wetland functional values (e.g., flood flow alteration, nutrient removal, wildlife habitat).

2. Cultural Resource Screening of the Study Area including a prehistoric and historic overview, locating existing resources, and predicting the location of potential archaeological sites. Complying with:
    a. The requirements for the protection of the nation's cultural resources as mandated by Section 106 of the National Historic Preservation Act of 1966, the amended Procedures for Historic and Cultural Properties as outlined in 36 CFR Part 800 and associated guidance, the National Environmental Policy Act of 1969, as amended, United States Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974.
    b. The current New York State Education Department's (SED) Work Scope Specifications for Reconnaissance Survey and Site Examination (SED work scope).
    c. The current Cultural Resource Survey Report format (provided by the State).
    d. The Consultant shall conduct a comprehensive preliminary literature search to identify cultural resources within the Study Area which are listed on or nominated to the National Register of Historic Places, as well as other cultural resources that may be of cultural significance. This shall include site files, historic maps, documents, and other records. All persons performing or supervising cultural resource survey work shall qualify under the appropriate professional qualification standards set forth in the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) as amended.

3. Cultural Resource Survey report in the current format describing all work done, including but not limited to the preliminary search, reconnaissance survey, and intensive survey. The report shall contain sufficient information on the cultural resources in the Study Area to enable the SHPO/OPRHP to determine National Register eligibility.

4. The Consultant shall evaluate the nature, extent, and significance of the potential impact of each feasible alternative on fish, wildlife, and habitat.
    a. This analysis shall include general determinations of the amount and type of vegetation to be disturbed, special habitats that might be damaged, possible interruption of fish and wildlife movements (e.g., blockage of fish movement through culverts, interruption of deer movement by fences), and to compensate for losses to regulated wetlands and adjacent areas.

5. The Consultant shall determine appropriate avoidance, minimization of harm, and mitigative measures to compensate for project impacts.

6. Conduct an environmental scan and develop a list of critical environmental issues within the Study Area; identify those areas expected to require further analysis for NEPA and SEQRA purposes, including, but not limited to:
    a. Hazardous waste sites
    b. Community or public wells
    c. Public parks or recreational areas
    d. Pedestrian and bicycle access
    e. Noise
    f. Neighborhoods
    g. Business displacement

7. Note and list anticipated permit and certification requirements. At a minimum, the following must be included:
    a. Article 24 Freshwater Wetlands Permit.
    b. FHWA Executive Order 11990 Wetlands Finding.
    c. U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide).
    d. U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide).
    e. NYSDEC Section 401 Water Quality Certification.
    f. NYSDEC State Pollutant Discharge Elimination System (SPDES) Permit.
    g. National Pollutant Discharge Elimination System (NPDES) Permit.
    h. All information necessary for a Sole Source Aquifer review per Section 1424(e) of the Safe Water Drinking Act.
    i. All information necessary to complete the New York State Department of Environmental Conservation Full Environmental Assessment Form.

8. Note whether the NEPA classification, SEQRA type, or need for permits varies with the concepts.

9. Section 6(f) of the Land and Water Conservation Fund (LWCF) Evaluation to review the feasible concepts for potential impacts to Section 6(f) protected properties and document in the PEL document. The State upon request will furnish a list of LWCFA and UPARR-funded projects.

10. Determine the impact of severe weather events and climate change for the prior 10 years within the Study Area.

11. Evaluate the existing conditions, no-action (existing +10 years), and the feasible set of concepts and identify elements for inclusion that may mitigate the impacts of climate change on the Study Area.

❖ Task 4 Deliverables

1. Technical Memorandum # 3 – Environmental Analysis Report

E. Task 5: Social, Economic, and Equity Analysis

The Consultant shall analyze all design concepts and the no-action alternative regarding social, economic, and equity issues (including beneficial and adverse impacts) and document all analyses in the PEL Study. Wherever appropriate the Consultant shall describe proposed measures to avoid, minimize, or mitigate impacts. The Consultant shall study the effects of the project on Environmental Justice under Executive Order (EO) 12898 and other relevant guidance. Environmental Justice discussion and documentation shall be included in the Study, as appropriate.

1. Social Demographics
   The principles of Environmental Justice will provide the necessary background information and an understanding to clearly understand the Study Area in social terms.

    a. The Consultant shall provide descriptive information on the general population served /or affected by the proposed study.
        1. This should include identification of the race, color, national origin, age, and level of income of the overall population, as well as the existence of any minority and/or low-income populations or communities.
    b. The Consultant shall identify the beneficial and adverse environmental consequences of the alternative(s) on the overall population and minority and/or low-income populations or communities.
        1. This discussion of social impacts should follow the guidance of FHWA Technical Advisory 6640.8A and in general, shall include: relocation impacts, community cohesion, changes to travel patterns, accessibility, safety issues, and other environmental impacts or study results that could potentially impose disproportionate and adverse health or environmental impact on a minority and/or low-income population.
    c. The Consultant shall evaluate the impacts on the minority and/or low-income populations, concerning impacts on the overall population, to determine if the alternative(s) will or will not cause a disproportionately high and adverse human health or environmental effect on the minority and/or low-income populations.
        1. This includes not only consideration of individual impacts but, maybe a combination of smaller impacts that may result in cumulative effects that are "high and adverse". A statement regarding this determination should be included in the environmental document.
    d. The Consultant shall discuss measures for mitigation when the project imposes major disproportionate adverse impacts on any segment of the population.

1. Mitigation measures include avoidance, minimization, and if necessary, compensation.
2. Project development activities that demonstrate sensitivity to a specific segment of the population, neighborhood, or community shall be highlighted.

e. The Consultant shall document the level of involvement in the decision-making process that the affected minority and /or low-income populations or communities have had as related to alternative selection, impact analysis, and mitigation.
f. The Consultant shall discuss all proactive efforts conducted that will ensure meaningful public participation from the overall population; specifically, those activities that will increase outreach and expand the opportunities for low-income and minority participation during the project development process.
g. The Consultant shall indicate the position of the communities as related to decisions made and identify the steps that will be taken to resolve any controversy that exists.
h. The Consultant shall document the NYSDOT commitment to Title VI of the Civil Rights Act which stipulates that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation; denied the benefits of; or be subjected to discrimination under any program or activity receiving federal assistance.

❖ Task 5 Deliverables

1. Technical Memorandum # 4 – Social, Economic, and Equity Analysis

F. Task 6: Public Engagement and Involvement

This task will serve to inform, educate, and gain feedback from the entire community within the Study Area on the Study. The selected consultant team will meet with the project manager and TAG regularly to review progress, present deliverables, and findings, and solicit direction regarding public engagement and involvement.

1. General Public Meetings

   The format of these meetings will be dictated by the Study and the goals for public engagement. These meetings may be used to establish communications with the public, create a contact list, and gather information regarding local concerns. These meetings are intended to disseminate study progress information to the public and representatives of local entities.

2. Public Involvement Workshops

   This will consist of a minimum of three (3) public workshops, which will be at least one and one-half (1.5) hours each in duration, occurring at times, and in locations such that underserved communities are provided equal opportunity for input. The meeting series will open a two (2) week public comment period that shall remain open until one (1) week after the last meeting, or the two (2) weeks have been reached. The format of the workshops should be proposed by the Consultant in their response to this RFP. HOCTC will assist the Consultant in organizing all public events. The Consultant is expected to provide the following services:
   a. A written plan for how the workshops will be structured and facilitated

b. Identify an approach to engage attendees innovatively and effectively, including online engagement tools, surveys, or other methods for members of the public to provide input following this workshop
c. Manage and facilitate the workshop effectively.
d. Provide all necessary meeting materials needed to collect feedback from stakeholders.
e. Attendance by key and technical staff working directly on the Study.
f. Provide a debrief including a summary, documentation of feedback, and photography for each public meeting.

3. Stakeholder Involvement

Stakeholder involvement from kick-off to completion is critical to accurately inform the PEL process. It is anticipated that numerous contacts will need to be made with all the stakeholders within the Study Area which includes at minimum public agencies, elected officials, business owners and/or operators, citizen groups, and additional stakeholders as identified at the study kick-off or become apparent through the PEL process. The purpose of the stakeholder involvement is to communicate and transfer the stakeholders' concerns about specific issues, concerns, and visions for the corridor to inform the PEL process.

4. Environmental Justice/ Title VI/ Equity/ Justice40

This task will allow socio-demographic data to be overlayed with technical transportation system data to ensure feasible concepts are developed with equity. In doing so, the Consultant will include efforts to remove barriers to and provide equal access to opportunities and benefits proposed and increase investment in underserved communities and individuals within the Study Area.

a. The Study will be developed using inclusive and representative processes to pursue a comprehensive approach to advancing equity for all, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous, and Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. The Study will further focus on the disproportionate, adverse safety impacts that affect certain groups on our roadways, particularly people walking and biking in underserved communities. Underserved communities are identified through data and the HOCTC Environmental Justice Analysis 2021, and in collaboration with community partners.
b. The Study will include both population characteristics and initial equity impact assessments of the feasible concepts in relation to the existing conditions. In support of E.O. 13985 Advancing Racial Equity and Support for Underserved Communities, the Consultant shall assess the feasible concepts identified through the lens of racial equity. The Consultant shall conduct an analysis of underserved communities that includes population characteristics and an initial equity impact assessment of proposed countermeasures and projects.

5. Technology and Software

   The utilization of modern technology and software will augment a traditional public engagement and involvement process. A study website will be developed by the Consultant to be used throughout the study process to ensure the accessibility, transparency, and documentation of the planning process for public information. Software such as MetroQuest or PublicInput or similarly capable products will be utilized to increase public engagement rates, streamline the process, create an interactive engagement platform, allow stakeholders to explore and understand the synergies between land use, transportation, housing, environmental management, and economic development, evaluate alternative scenarios in real-time, and integrate the input to data-driven decisions.

❖ Task 6 Deliverables

1. A written Public Engagement and Involvement Plan covering how public involvement will be structured and facilitated, how data will be used to inform the PEL process, and the software package that will be used to augment the traditional process.
2. Provide a debrief of each activity completed in Task 6 which includes a summary, documentation of feedback, key issues raised, follow-up required, and photography for each public engagement and involvement event.
3. Provide a chronological record summarizing all public engagement and involvement undertaken.

G. Task 7: Planning and Environmental Linkage (PEL) Study

A PEL Study (Study) shall be prepared including the following components.

1. Express a common vision between HOCTC and the transportation Agencies as to the future operational functionality of the Study Area.

2. Develop a Set of Concepts
   Concepts generally shall:
   a. Meet the Purpose and Need.
   b. Balances regional mobility with local connectivity needs.
   c. Enhances aesthetics, safety, urban design components, and multimodal objectives, as identified for each element of the Study Area.
   d. For highway expansion or other modal use of NYSDOT or NYS Thruway Authority right-of-way, an analysis should be conducted to identify concepts for the most appropriate use of the existing right-of-way. A determination then must be made if this represents the maximum right-of-way capacity or if additional right-of-way should be acquired.

3. Development of Scoping Concepts

   a. The Consultant shall develop and analyze scoping concepts and a null alternative.
   b. It is expected that three long-term and three short-term concepts will be developed and analyzed along with the null alternative.

c. The Consultant shall establish and provide the applicable design criteria specified in Chapter 2 of the NYSDOT Highway Design Manual for the development of each alternative based on facility type, functional class, design classification, and (where applicable) federal system.
d. The analysis shall include:
    1. Non-construction improvements and varying degrees of construction improvements, as appropriate
    2. Identification of general physical features and type of improvement associated with each solution
    3. A level of detail sufficient for evaluating and comparing alternative solutions to needs, but not a level necessary for evaluating and comparing specific design features
    4. Environmental, socio-economic, and community issues including context-sensitive and sustainable design opportunities
    5. Identification of complete streets design elements and how they will be incorporated and if any limitations exist for implementation
e. For each concept, the Consultant shall prepare rudimentary sketches of the plan, profile, and typical section views which at this stage shall show:
    1. Existing features
    2. Proposed centerlines, pavement edges, curve radii, and termini
    3. Significant environmental and geometric design constraints, labeled as such.
    4. These sketches shall include only the minimum information needed to evaluate design concepts.

4. Assessment of Project Scoping Concepts

The Consultant shall evaluate each concept developed in item G.3. with specific engineering analyses and considerations. The Consultant shall discuss the concepts with the TAG as they are being developed to facilitate the elimination of unfeasible concepts as soon as practicable.

a. Analyses shall be conceptual only and limited to determining the relative suitability of each alternative. They shall include:
    1. Design Geometry including identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features.
    2. Environmental constraints
    3. Potential environmental impact mitigation measures
    4. Traffic flow and safety considerations, including signs, signals, level of service analysis for interchanges and intersections, and ITS elements
    5. Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs)
    6. Drainage
    7. Maintenance responsibility
    8. Potential for Right-of-way Acquisition
    9. Lighting

10. The Consultant shall obtain additional site-specific information needed to discuss the effect of each alternative on the displacement of residences, populations, cultural resources, and businesses.

b. Five basic measures should be used to evaluate concepts. This evaluation is intended to illuminate the issues and provide a coherent discussion before selecting a feasible alternative.

1. *Assess Effectiveness.*
   This analysis should quantify how each alternative addresses the deficiencies and needs, as identified.
2. *Assess Land Use Consequences.*
   This analysis should quantify how the concepts will affect accessibility and mobility in the Study Area. Resultant land use implications should then be assessed and compared to adopted comprehensive plans and zoning. Any inconsistencies between the proposed transportation investment and levels or types of development in local plans should be identified and understood by all decision-makers. It should be noted that land use planning is not the purview of HOCTC or NYSDOT. It should include an evaluation of fiscally responsible land use and transportation efficient design that reduce greenhouse gas emissions and include stormwater management practices and other climate resilience measures or features such as nature-based solutions that improve the built and/or natural environment while enhancing resilience in the context of analysis and output for the Concepts.
3. *Assess Economic Feasibility.*
   This analysis should compare the concepts in terms of whether the benefits are commensurate with the costs. It should aim to increase economic or business activity due to enhanced safety features and expanded connectivity for all road users to jobs and business opportunities, improving multi-modal transportation systems and connections, and incorporating affordable transportation options such as public transit and micro-mobility that advance quality jobs and workforce programs and/or provide workforce opportunities for historically underrepresented groups. It also should consider the availability of funds for construction and operation as well as equity in the distribution of costs and benefits using a Benefit Cost Analysis.
4. *Assess Environmental Feasibility.*
   Impacts of each alternative on important environmental resources and feasibility regarding environmental issues and regulations. It should consider the effects of climate change and extreme weather events, safety-based countermeasures, and evidence-based practices, that work toward mitigating climate change effects, conceptual avoidance, and minimization of extreme weather events measures. It should also consider environmental justice and disproportionate, adverse safety impacts that affect underserved people on our roadways, and people using alternative modes particularly people walking and biking, barriers existing or to be removed, and evaluate the equity impact assessments of the proposed concepts.
5. *Assess the feasibility of each alternative*

This is regarding conformity with local, state, and federal comprehensive plan goals and policies, strategies, or initiatives.

c. The Consultant shall develop a cost estimate for each alternative. The Consultant shall manage the estimate, including the pricing information
d. Provide an easy-to-read pictorial summary guide that helps evaluate the pros and cons of each alternative in a creative and meaningful way.

5. Draft Final PEL Study

a. The Consultant shall submit a draft Final PEL Study to the Project Manager and TAG for preliminary review.
b. The Consultant shall revise the draft Final PEL Study to incorporate the preliminary review comments.
c. The Consultant shall submit the revised draft Final PEL Study to the Project Manager for transmission to NYSDOT and FHWA for final review and concurrence. The Consultant shall revise the PEL to incorporate changes resulting from the NYSDOT and FHWA review. The Consultant shall submit the Final PEL Study to the Project Manager for distribution to NYSDOT and FHWA for final approval and processing.

6. Questionnaire

a. This questionnaire is intended to act as a summary of the Planning process and ease the transition from planning to a National Environmental Policy Act (NEPA) analysis. Often, there is no overlap in personnel between the planning and NEPA phases of a project, so consequently, much (or all) of the history of decisions made in the planning phase is lost. Different planning processes take projects through analysis at different levels of detail. NEPA project teams may not be aware of relevant planning information and may re-do work that has already been done. This questionnaire is consistent with the 23 CFR 450 (Planning regulations) and other FHWA policies on the PEL process.
b. The PEL Study is used in this questionnaire as a generic term to mean any type of planning study conducted at the corridor or subarea level which is more focused than studies at the regional or system planning levels. Many states may use other terminology to define studies of this type and those are considered to have the same meaning as a PEL study.
c. At the inception of the PEL Study, the study team should decide how the work may later be incorporated into subsequent NEPA efforts. A key consideration is whether the PEL Study will meet standards established by NEPA regulations and guidance. One example is the use of terminology consistent with NEPA vocabulary (e.g., purpose and need, concepts, affected environment, environmental consequences).
d. The Consultant shall submit the revised draft Final Draft PEL Questionnaire to the Project Manager for transmission to FHWA for final FHWA review and concurrence.

7. Consultant Responsibilities

The consultant shall coordinate with HOCTC and the other jurisdictions to prepare a PEL Study Report which will describe the findings, concepts, and visions developed.

❖ Task 7 Deliverables

1. Draft final PEL Study which presents the findings and concepts
2. Final PEL Study
3. PEL Questionnaire
4. A summary of comments and key issues received from the Public Engagement and Involvement Plan

Additional Relevant Information

New York State Department of Transportation shall provide the Consultant with a copy of the following study documents and other information sources:

- Initial Project Proposal
- 1981 EIS Utica-Rome Expressway and Technical Appendices
- Available Crash, LOS Data
- PEL Survey
- Exit 31/North Genesee Street Reconfiguration Analysis (2019)
- Photogrammetric Mapping and Survey
- Record Plans
- Survey Control Reports
- Bridges:
  - Bridge Inspection and Condition Report
  - NYSDOT General Recommendation
  - NYSDOT Condition Rating
  - FHWA Sufficiency Rating
  - Statewide/ Regional priority numbers
  - Bridge Management System rating
  - As-built plans
  - The included bridges are listed in the table below:

BIN	*CARRIED*	*CROSSED*
4051710	921C 921C26011008	Mohawk River
4051720	921C 921C26011008	Harbor Lock Road
5004660	790I	Ramp to Rte. 921C
1051730	921C 921C26011010	Reall Creek
5513090	790I & 90IX Ramps	Reall Creek
5051740	Exit 31 Ramp	North Genesee St.
1073600	790I 790I26011026	921C 921C26011011
5051759	90I	North Genesee St.
1073670	790I 790I26011027	921C 921C26011012
5513089	790I & 90I	Reall Creek
5513030	Leland Ave	90I WB
5513040	Leland Ave	Exit 31 Ramp
1002352	River Road EB	Reall Creek

SECTION IV: SUBMISSION INSTRUCTIONS & REQUIRED CONTENTS OF THE PROPOSAL PACKAGE

Proposers may be firms, individuals, or teams of firms and/or individuals. Please note that materials submitted to HOCTC are subject to the Freedom of Information Law (FOIL). If a proposer provides material(s) of a confidential nature for disclosure to third parties, the proposer should indicate the specific material(s) it considers confidential. Subject to the provisions of FOIL and any other applicable laws, HOCTC may agree to maintain the confidentiality of such material(s), if requested. HOCTC assumes no responsibility for any loss or damage resulting from any determination requiring disclosure of information pursuant to FOIL.

A. Required Contents

Each proposal shall be concise and comprehensive. Proposals that do not include all required documentation, are not submitted in the required format, are submitted late, or are submitted to the incorrect address, may be deemed to be non-responsive. Non-responsive proposals shall receive no further consideration. Below is an outline of the required contents for the proposal package. This should be used as the base template for the organization of the proposal package.

1. ***Cover letter including a statement of qualifications*** explaining how the proposer is qualified to perform the work and describing: the interest the proposer has in working on the project, what uniquely sets them apart from other equally qualified proposers, naming the lead firm, and all sub-consultant firms (no more than 3 pages, single-sided).

2. ***Professional background*** information about the proposer including the legal name, legal address, state of incorporation, and type of business. If the proposer is owned by another entity or person, provide the legal name, address, state of incorporation, and type of business of the owner. All sub-consultants must be identified and include the same information. A brief description of the areas of expertise, qualifications, and experience must be provided for all participating firms and sub-consultants named (no more than two (2) pages per firm).

3. ***Project management plan*** identifying the project manager and all staff working on the project indicating roles and responsibilities. An organizational chart must be included to indicate the project management structure for all firms and individually for each firm outlining the roles and responsibilities within the SOW. Brief resumes of the personnel working on the study for the lead firm as well as all sub-consultant firms are required. Ensure that the titles of the identified personnel match those on the resumes and in the cost proposal. Failure to properly identify personnel significantly reduces the credibility of the proposal.

4. ***Detailed scope of work*** that demonstrates the proposer has a clear understanding of the issues associated with this project and communicates the proposer's ability and approach to completing the required scope of work tasks outlined in this RFP. If based on the proposer's knowledge or experience, the proposer believes the scope of work should be changed in any way or is too ambitious, the proposer must suggest changes in the proposal and describe how those changes will better meet the project objectives. Any proposed changes must be identified within the scope of work and articulate the reasoning. Proposers are encouraged

to incorporate out-of-the-box approaches and value-added processes, utilize new technologies, and draw from best practices to deliver a superior product.

5. ***Project schedule by task*** should be included. HOCTC anticipates the study completed in no more than twenty-two (22) months of contract execution.

6. ***Examples of relevant previous work*** that demonstrate the Proposer has the technical capabilities, experience, and interpersonal skills to perform the required tasks will be required as Appendix 1 to the offeror's proposal. The examples should reflect the work of personnel to be assigned to this project, particularly the project manager, on studies similar in type, size, or scope. Include the name of the reference, contact person, email or telephone number, the period of the contract, description of contract work, and dollar value of work performed. Oneida County/ HOCTC reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process. No more than eight (8) examples should be provided for *all* participating firms.

7. ***Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) Programs***
   HOCTC will make every effort to comply with U.S. DOT 49 CFR Part 26, to ensure that equal opportunity to participate is afforded to all entities. The Federal Disadvantaged Business Enterprise (DBE) program promotes the use of DBEs in all types of federally assisted contracts and procurement activities and does not apply to 100% state or locally funded contracts. The Federal DBE program is a separate program and subject to different requirements than the New York State (NYS) Minority Business Enterprise (MBE) and Women-owned Business Enterprise Program (WBE). NYS M/WBE applies to projects funded by NYS. Only those M/WBE firms that are certified by the New York State through Empire State Development and the Division of Minority and Women's Development (DMWBD) qualify under this provision. To obtain a listing of certified M/WBE firms or information the New York State Contract System ("NYSCS") enables users to search for NYS M/WBE certified firms through Empire State Development and the Division of Minority and Women's Development (DMWBD) at https://ny.newnycontracts.com/

   The Oneida County M/WBE goal for Oneida County is 1.6 %. The NYSDOT FHWA DBE transportation project goal is 12.85%. The percentages for each goal may be cross counted to be met, with 13.83% being the highest percentage needing to be reached cumulatively.

   The Proposal shall make a good faith effort to attain the M/WBE goals for Oneida County. If the M/WBE or DBE goals are not met, the Proposer shall clearly document the good faith efforts to utilize certified MBE/WBE/DBE firms to attain these goals, and why they were not.

B. Cost Proposal

Cost proposals must be in a separate sealed envelope marked 'Cost Proposal - RFP # 2022-326', to be included with the proposal package. Non-compliance with this requirement shall result in the Proposal being deemed non-responsive. The cost proposal shall include:

1. All anticipated costs and expenses associated with completing the scope of work. Include indirect costs, overhead rates, fringe benefits, document production, graphics, meeting costs, technology costs, travel, and administrative services.
2. All assigned staff billing rates, hours assigned per task, cumulative hours per task, and specify which firm is providing the task services. This must be completed for all firms identified in a management plan.
3. Additional information is required to support the reasonableness of the submitted cost proposal.
4. All Oneida County Certifications (Appendix C-1) must be completed, signed, and provided for all firms participating in the proposal. This will be included as Attachment 1 of the Cost Proposal.
5. A sample master service agreement is included in Appendix D, and it will incorporate the requirements set forth in Appendix A, A-1, B, and C. Any exceptions to this sample agreement must be identified in writing and will be included as Attachment 2 of the Cost Proposal.

The cost proposal shall not include any cost incurred with the development and submission of the proposal. All costs incurred with the development and submission of the proposal, and prior to full execution of a contract, shall be at the selected Consultant's sole expense.

C. Proposal Evaluation

HOCTC reserves the right to reject any or all proposals associated with this work. Dependent on the number of proposals received, HOCTC reserves the right to complete an initial review utilizing the criteria outlined. Based upon the review of each proposal, the highest-scoring Proposers will be invited to interview. HOCTC reserves the right to not conduct interviews, dependent on the proposals received. Firms not selected for interviews will be notified via email within thirty (30) days of the RFP proposal deadline. HOTC may conduct discussions with any Proposer to determine the Proposer's qualifications for further consideration. A qualified proposer will be selected based on the following evaluation criteria:

1. Project understanding and quality of approach to deliver the scope of work (25 pts.)
2. Relevant and demonstrated experience/ knowledge/ history of completing studies of similar scope and scale (20 pts.)
3. Qualifications and knowledge of staff assigned and the allocation of their time to relevant project activities (20 pts.)
4. Project schedule and amount of work indicated to be accomplished within the proposed budget amount for the Study (15 pts.)
5. Utilization of technology and software in project delivery (15 pts.)

6. Demonstrated understanding of the context of central New York State, the Mohawk Valley, and the HOCTC Planning Area (5 pts.)

Proposers may be asked to provide additional written information beyond what is contained in their Proposals. HOCTC has established a Selection Committee whose role shall be to evaluate each proposal based on the evaluation criteria. The final selection of a proposal/ consultant team will be conditionally awarded by HOCTC. Final award until final approval is granted, the contract is approved by the Oneida County Board of Legislators, and the contract documents are executed by Oneida County and returned to the selected team.

D. Proposal Package

Specifications for proposal package:

1. Three (3) originals and one (1) electronic copy in Adobe PDF format (USB flash drive or CD media) of the completed proposal must be received by 2:00 pm EST on February 27, 2023.
2. A transmittal form or memo must be included with the proposal package and reference RFP # 2022-326.
3. Proposals are to be addressed to:

Herkimer-Oneida Counties Transportation Council
Transportation Program Manager
Oneida County Department of Planning
321 Main Street, 3rd Floor
Utica, New York 13501

E. Timeline

1. Approximate RFP timeline for solicitation and award of contract.

Procedural Step	*Date*
RFP Release Date	January 12, 2023
RFP Active	47 days from release
Deadline for the submission of proposals	February 27 at 2:00 PM EST
Evaluate Proposals	February/ March 2023
Technical Interviews	March 2023
Consultant Selection/ Notification	March 2023
Conditional Contract Award	April 2023
Contract Award Date	April 2023
Contract Duration	22 months
Contract Complete Date	March 2025

F. Questions Regarding this RFP

Questions specifically relating to this RFP shall be accepted in writing only. Proposers are welcome to submit questions regarding the content in or process governing this RFP up until February 17, 2023, at 4:00 pm EST.

1. Questions shall be directed to:

   HOCTC Transportation Program Manager
   transplan@ocgov.net

   or hard copy:

   Transportation Program Manager
   Herkimer-Oneida Counties Transportation Council
   Boehlert Center at Union Station
   321 Main Street, 3rd Floor
   Utica, New York 13501

2. Any oral answers to questions relative to this RFP will not be binding on HOCTC.

3. There will be no pre-submission meeting. All questions will be addressed in writing using the methodology outlined herein.

4. All questions and answers will be posted under the link RFP # 2022-326 FAQs at www.hoctc.org

5. Questions submitted will be answered weekly. All questions submitted by 4:00 pm EST on Wednesday will have answers posted in the FAQ Log by 4:00 pm EST on the Friday of the same week.

Question submitted by 4:00 pm:	*Answer posted in FAQ Log by 4:00 pm:*
January 18	January 20
January 25	January 27
February 1	February 3
February 8	February 10
February 15	February 17

6. To ensure all proposers have equal access to the FAQ and knowledge of all questions asked and answered regarding this RFP, questions received after the last question deadline of 4:00 pm EST on February 15, 2023, will not be answered.

7. To ensure fairness of process to all proposers, apart from any technology, internet, or nature-based unforeseen delays to posting, all questions will be answered in chronological order, as submitted.

G. Additional Information for this RFP

1. All information and materials submitted will become the property of HOCTC/ Oneida County. Proposers should not submit proprietary or confidential business information unless they believe such information is critical to the proposal. Such information should be identified. HOCTC will protect such proprietary information only to the extent that the law allows.
2. HOCTC/ Oneida County shall not pay any costs incurred in the preparation of a Proposal in response to this request.
3. Oneida County/ HOCTC reserves the right to cancel this RFP or reject any or all proposal packages received as a result of this request, in whole or in part, without liability and without notice; to negotiate with selected Proposers, or to cancel in part or its entirety this RFP, if it is determined to be in the best interest of the Oneida County/ HOCTC to do so.
4. A low-cost proposal does not necessarily guarantee the award of the RFP. All proposal evaluation criteria and required components included in this RFP will be considered.
5. The awarded Proposer shall enter into a contract with Oneida County, as the HOST agency for HOCTC, and be subject to legal requirements established by Oneida County.
6. The HOCTC Director and/or the HOCTC Transportation Program Manager will serve as the Project Manager and manage the contract and all other project-related tasks.
7. The awarded Proposer shall comply with the New York State Clauses and Certifications attached as Appendix A and A-1.
8. The awarded Proposer shall comply with the Federal Clauses and Certifications attached as Appendix B.
9. The awarded Proposer shall comply with the Standard Oneida County Conditions attached as Appendix C.

H. Standards of Conduct for this RFP

The purpose of the standards of conduct is to provide for the fair and equitable treatment of persons and companies involved with the procurement processes for professional service contracts entered into by HOCTC/ Oneida County. This includes terms for protests and appeals and disputes. The governing policy for this RFP is the County of Oneida, Procurement Policy, which is available at https://ocgov.net/departments/purchasing/.

SECTION V: APPENDICES

A. Standard Clauses For New York State Contracts
    1. Supplemental Title VI Provisions (Civil Rights Act)
B. Requirements For Federally Aided Transportation Projects
C. Standard Oneida County Conditions
    1. Oneida County Certifications
D. Master Services Agreement
E. List of Documents Requiring Understanding or Compliance

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance 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.

5. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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, 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 thereof, 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. 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.

6. 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 thereof, neither 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 statutes, 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, 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 State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). 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 State Comptroller, the Attorney General and any other person or entity authorized to conduct an 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 State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State 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: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is 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. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor.

Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. 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 Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be 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 responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether 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 § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business

Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Appendix A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or

b) Cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix B

REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON-DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON-DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality

or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.
[2] http://www.cfda.gov/

States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Appendix C

STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)

transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination,

consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

    i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220

of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other

language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Appendix C-1

ONEIDA COUNTY CERTIFICATIONS

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.

3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

_____	_____
Legal Name of Organization	Signature
_____	_____
Date	Printed Name
	_____
	Title

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION
(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization	Signature
Date	Printed Name
	Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization	Signature
Date	Printed Name
	Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization	Signature
Date	Printed Name
	Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization	Signature
Date	Printed Name
	Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Legal Name of Organization	Signature
Date	Printed Name
	Title

SIGN AND RETURN WITH FULL PROPOSAL

Appendix D

SAMPLE MASTER SERVICES AGREEMENT

SAMPLE ONLY, SUBJECT TO CHANGE

This Planning Professional Services Master Services Agreement (the "Agreement") is by and between XXXXXXXXX, a foreign business corporation authorized to do business in the State of New York, with its principal offices located XXXXXXXXXXXXXXXX, hereinafter called the "Vendor," and **ONEIDA COUNTY**, a municipal corporation existing and organized under the laws of the State of New York, whose principal place of business is 800 Park Avenue, Utica, New York, hereinafter called the "County." This Agreement includes any current or future statement(s) of work (the "SOW") on the form attached hereto as Exhibit "A," and executed by each party, and all such documents are incorporated by this reference.

The Vendor provides XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Professional Services, as hereinafter defined, related to **RFP Number XXXXXX, Oneida County "XXXXXXXXXXXXXXXXX,"** attached hereto and incorporated herein as Exhibit "B." The parties have agreed that the Vendor will provide such Professional Services as the parties may agree, now and pursuant to future SOWs. Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. PROFESSIONAL SERVICES.

1.1. Professional Services. The Vendor shall provide to the County the following services, as requested, and as provided for in the Vendor's Proposal, a copy of which is attached hereto as Exhibit "C." Any and all of these services shall hereinafter be referred to, collectively, as the "Professional Services."

(a) *Service Categories.* The services constituting Professional Services within the meaning of this Agreement shall include, but not be limited to, a variety of media development and digital and internet-based advertising services to assist the County's departments in their recruitment efforts, along with any services incidental to or in support of those services.

(b) Multiple Vendors. The County reserves the right to utilize as many different vendors as it, in its sole discretion, determines to be necessary for the performance of any individual Professional Service. The Vendor hereby acknowledges that it is aware of this, and it understands and acknowledges that the County is not guaranteeing any minimum number of hours the Vendor will be utilized, nor is the County making any promises as to the exclusivity of the assignment of the Vendor to any Professional Service.

1.2. Provision of Professional Services. The Vendor will provide the services as set forth in each SOW, and the County will provide any assistance and cooperation necessary or convenient to facilitate the Professional Services called for in any SOW. The process for submission and approval of an SOW is as follows:

(a) Negotiation. The Vendor and the County shall negotiate the Professional Services to be completed by the Vendor, based upon the needs of the County.

(b) Quote & Proposed SOW. Once the negotiations have been completed, the Vendor shall submit a detailed quote and proposed SOW to the County. The form of the proposed SOW shall conform to that of the aforementioned Exhibit "A," attached hereto. A sample quote has been attached to this Agreement as Exhibit "D." The quote and/or the proposed SOW

shall include a detailed description of the materials to be used, the nature of the labor to be provided (along with the rates thereof), and a statement declaring what subcontractors the Vendor intends to utilize in the performance of the work covered by the proposed SOW. If the quote and proposed SOW are unacceptable to the County, for any reason, further negotiations may be conducted.

(c) *Signed SOW & Purchase Order*. If the quote and proposed SOW are acceptable to the County, the County shall execute the SOW, and shall return a signed copy of the SOW to the Vendor along with a purchase order.

(d) *Performance of Work*. Once the signed SOW and purchase order have been received, the Vendor shall begin to perform the Professional Services covered by the SOW. Under no circumstances is any work to be undertaken without a signed SOW. The Vendor agrees and hereby acknowledges that any expenditures or costs incurred by the Vendor prior to their receipt of a signed SOW are undertaken entirely at their sole risk and expense.

(e) *Certificate of Completion*. At the completion of all the Professional Services called for in a signed SOW, the Vendor shall provide the County with a certificate of completion, signed by a representative of the Vendor. A sample of this certificate of completion is attached hereto as Exhibit "E." Once the County has ensured that the work covered by the SOW has been completed to its satisfaction, the County shall also sign the certificate of completion, returning a fully executed copy to the Vendor.

1.3. Deliverables.

(a) *Acceptance & Rejection*. Any software or other deliverable created pursuant to any Professional Services (the "Deliverables") will be considered accepted (the "Acceptance") (a) when the County provides Vendor written notice of acceptance or (b) thirty (30) days after delivery, if the County has not first provided the Vendor with written notice of rejection. The County may reject a Deliverable only in the event that it materially deviates from its specifications and requirements listed in the applicable SOW and only via written notice setting forth the nature of such deviation. In the event of such rejection, the Vendor will correct the deviation and redeliver the Deliverable within twenty (20) days. After redelivery pursuant to the previous sentence, the parties will again follow the acceptance procedures set forth in this Subsection 1.3(a).

(b) *License to Deliverables*. Effective upon Acceptance of each Deliverable, the Vendor grants the County a nonexclusive, fully paid, royalty-free license to reproduce, modify, and use such Deliverable as necessary for the County's internal business purposes, provided the County complies with the restrictions set forth below in Subsection 1.3(c).

(c) *Restrictions on Deliverables Rights*. The County will not distribute, publicly display, publicly perform, or sublicense any Deliverables (including without limitation any derivative work thereof). The Vendor retains ownership of all Deliverables, and the County receives no right, title, or interest in or to Deliverables except as specifically set forth in Subsection 1.3(b) above.

2. FEES & REIMBURSEMENT.

2.1. Payment. The County will pay Vendor the fees as set forth in each SOW and shall reimburse such expenses as the Vendor reasonably incurs in the provision of the Professional Services.

2.2. Vouchers. Such payment shall be made by the County after receipt of vouchers presented by the Vendor on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.

3. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items that one party to this Agreement (the "Discloser") discloses to the other (the "Recipient"): (a) any document the Discloser marks "Confidential;" (b) any information the Discloser orally designates as "Confidential" at the time of disclosure, provided the Discloser confirms such designation in writing within ten (10) business days; and (c) any other nonpublic, sensitive information the Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Recipient's possession at the time of disclosure; (ii) is independently developed by the Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Recipient's improper action or inaction; or (iv) is approved for release in writing by the Discloser. The Recipient is on notice that the Confidential Information may include the Discloser's valuable trade secrets.

3.1. Nondisclosure. The Recipient will not use Confidential Information for any purpose other than to facilitate the Professional Services (the "Purpose"). The Recipient: (a) will not disclose Confidential Information to any employee or contractor of the Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the Recipient with terms no less restrictive than those of this Article 2.1; and (b) will not disclose Confidential Information to any other third party without the Discloser's prior written consent. Without limiting the generality of the foregoing, the Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to the Recipient's attention. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient will give the Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with the Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at the Discloser's expense.

3.2. Injunction. The Recipient agrees that breach of this Article 2.1 would cause the Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

3.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 3.1 above (*Nondisclosure*) will terminate ten (10) years after the date of disclosure of the Confidential Information to the Recipient. Upon termination of this Agreement, the Recipient will return all copies of Confidential Information to the Discloser

or certify, in writing, the destruction thereof.

3.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Discloser will retain all right, title, and interest in and to all Confidential Information.

3.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), the Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *Immunity*. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

4. HIPAA DISCLOSURES

4.1. HIPAA Assurances. In the event Vendor creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition a Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Vendor shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had the County done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each of the applicable requirements of 45 C.F.R. Part 162 if the Vendor conducts standard transactions for or on behalf of the County;

(f) Report promptly to the County any security incident or other use or disclosure of PHI not provided for by this Agreement of which Vendor becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Vendor's obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by the County, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining the County's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by the County or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

4.2. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, the County may immediately terminate this Agreement if it determines that the Vendor breaches any term in this Section. Alternatively, the County may give written notice to the Vendor in the event of a breach and give the Vendor five (5) business days to cure such breach. The County shall also have the option to immediately stop all further disclosures of PHI to the Vendor if the County reasonably determines that the Vendor has breached its obligations under this Section. In the event that termination of this Agreement is not feasible, the Vendor hereby acknowledges that the County shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement to the contrary.

4.3. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by the County, the Vendor shall either return or destroy all PHI received from the County or created or received by the Vendor on behalf of the County in which the Vendor maintains in any form. The Vendor shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that the Vendor determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, the Vendor shall provide to the County notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for the Vendor to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as the Vendor maintains such Protected Health Information.

4.4. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

4.5. Amendment. The Vendor and the County agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of confidential information. All such amendments shall be made in a writing signed by both parties.

4.6. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the County to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

4.7. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

4.8. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

5. REPRESENTATIONS & WARRANTIES.

5.1. From Vendor. The Vendor represents and warrants: (a) that all Professional Services will be performed in a professional and workmanlike manner; and (b) that all Deliverables will conform to their specifications set forth in the applicable SOW for a period of three (3) years following Acceptance (as defined in Subsection 1.3(a) above). In the event of a breach of either warranty in this Section 5.1, the Vendor, at its own expense, will promptly re-perform the Professional Services or repair and redeliver the Deliverable in question.

5.2. From Each Party. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

5.3. Warranty Disclaimers. Except as set forth above in this Article 4, the Vendor PROVIDES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE DELIVERABLES WILL BE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

6. INDEMNIFICATION.

6.1. From Vendor. The Vendor will defend and indemnify the County and the County's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging: (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by

any Deliverable; or (b) injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the Vendor or of any of its agents, subcontractors, or employees. The Vendor's obligations set forth in Subsection 6.1(a) above do not apply to the extent that an Indemnified Claim arises out of: (i) the County's breach of this Agreement; (ii) revisions to the Deliverable made without the Vendor's written consent; (iii) the County's failure to incorporate updates or upgrades that would have avoided the alleged infringement, provided Vendor offered such updates or upgrades without charges not otherwise required pursuant to this Agreement; (iv) the Vendor's design or modification of the Deliverable in compliance with specifications provided by the County; or (v) use of the Deliverable in combination with hardware or software not provided by the Vendor, unless (A) the SOW, or other documentation provided by the Vendor or agreed between the parties, (collectively, the "Documentation") refers to a combination with such hardware or software, without directing the user not to perform such a combination, or (B) such combination achieves functionality described in the Documentation (and the Documentation does not direct the user not to perform such combination). The Vendor's obligations set forth in Subsection 6.1(b) above do not apply to the extent that an Indemnified Claim arises out of the County's breach of this Agreement.

6.2. From County. The County will indemnify and defend the Vendor and the Vendor's Associates (as defined below in Section 6.3) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of the County or of any of its agents, subcontractors, or employees. Indemnified Claims listed in Subsection 6.2 above include, without limitation: (i) claims by any of the County's employees, contractors, or other users (collectively, "Users"); and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information. Indemnified Claims listed above in Section 6.2 do not include any claim that would constitute an Indemnified Claim pursuant to Section 6.1(a) above.

6.3. Litigation & Additional Terms. The obligations of the indemnifying party (the "Indemnitor") pursuant to Section 6.1 or 6.2 above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other contracting party's ("Indemnified Party's") or any of such Indemnified Party's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

7. INSURANCE

7.1. The Vendor 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.

9. TERM & TERMINATION.

9.1. Term. The term of this Agreement will commence on the 10th day of November, 2020 (the "Effective Date") and continue for an initial term of six (6) months. Up to two (2) renewal terms of one (1) year each will be considered upon the mutual written agreement of the parties.

9.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice. Such notice will specify in detail the nature of the breach and will be effective in 30 days, or more if specified in the notice, unless the other party first cures the breach.

9.3. Termination for Convenience. The County may terminate this Agreement for convenience upon 30 days' advance written notice. On the date of such termination, County will pay Vendor for those services provided up to the date of such written termination.

9.4. Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of County to pay fees incurred before termination; (b) Articles and Sections 1.3(c) (*Restrictions on Deliverables Rights*), 3 (*Confidential Information*), 5.3 (*Warranty Disclaimers*), 6 (*Indemnification*), 8 (*Limitation of Liability*), and 11.1 (*Feedback*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

10. INDEPENDENT CONTRACTORS

10.1. It is expressly agreed that the relationship of the Vendor to the County shall be that of an independent contractor. None of the Vendor's officers, agents, directors or employees shall 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 Vendor, in accordance with the Vendor's status as an independent contractor, covenants and agrees that none of the Vendor's officers, agents, directors and employees 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.

10.2. The Vendor warrants and represents it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

10.3. None of the Vendor's officers, agents, directors or employees shall be eligible for compensation from the County due to illness, absence due to normal vacation, absence due to attendance at school or special training, or a professional convention or meeting.

10.4. The Vendor acknowledges and agrees that none of its officers, agents, directors or employees shall be eligible for any County employee benefits, including retirement membership credits.

10.5. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Vendor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Vendor's form of business organization. With respect to the Vendor's officers, agents, directors and employees, this responsibility shall include 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 Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

10.6. The Vendor 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.

10.7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's independent contractor status, it is agreed that both the County and the Vendor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

10.8. The Vendor agrees to comply with federal and state laws, as supplemented, with the United States Department of Labor regulations, and any other regulations of any federal and state entities relating to such employment and civil rights requirements.

11. MISCELLANEOUS.

11.1. Feedback. The Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that the County or any user provides to the Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict the Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting the County or the User in question. Notwithstanding the provisions of Article 3 above, Feedback will not be considered Confidential Information, provided that information that the County transmits with Feedback, or is related to Feedback, may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

11.2. Notices. Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

(a) *For the Vendor*:

(b) *For the County*: Oneida County Commissioner of Personnel, 800 Park Avenue, Utica, NY 13501 ***and***

Oneida County Attorney, 800 Park Avenue, Utica, NY 13501

11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, pandemics or other public health emergencies, embargoes, or other causes beyond the performing party's reasonable control.

11.4. Subcontractors. The Vendor shall not subcontract any work to be performed under this Agreement without the prior written consent of the County, and any permitted subcontractor shall agree, in writing, to be bound by the terms of this Agreement as if it were the Vendor under this Agreement. The Vendor shall be responsible to the County for any failure by any subcontractor to comply with the terms of this Agreement.

11.5. Assignment & Successors. The Vendor may not assign this Agreement or any of its rights or obligations hereunder without the County's express written consent. Except to the extent forbidden in this Section 11.5, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

11.6. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

11.7. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

11.8. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of New York, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Oneida County, New York. This Section 10.8 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

11.9. Conflicts. In the event of any conflict among any of the Exhibits to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (1) this main body of this Agreement; and (2) any SOW, with more recent SOW's taking precedence over later ones.

11.10. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

11.11. Entire Agreement. The terms of this Agreement, including any attachments,

amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alterations or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

11.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

11.13. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

11.14. Severability. In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

11.15. Advice of Counsel. Each arty acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

11.16. Assignment. No party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF ONEIDA	**XXXXXXXXXXXX**
By: _____ (signature)	By: _____ (signature)
Name: **Anthony J. Picente, Jr.**	Name:
Title: **Oneida County Executive**	Title:
Date: _____	Date: _____

Approved

_____

Assistant County Attorney

EXHIBIT A

STATEMENT OF WORK NUMBER ____

Title: _____

This Statement of Work Number ____ (this "SOW") is entered into pursuant to the _____ [date] Master Services Agreement (the "Agreement") by and between _____ ("Vendor") and _____ ("County").

This SOW is incorporated into the Agreement. In the event of any conflict with this SOW, the main body of the Agreement will govern. The provisions of this SOW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

I. Professional Services & Deliverables. Vendor will provide the following services:

[Insert description of professional services. Include technical specifications for any Deliverables, materials to be used, types of labor to be employed (with the rates therefore), and any subcontractors to be utilized, or include reference to specifications attached to this SOW.]

_____

II. County Cooperation. County will reasonably cooperate with Vendor in the provision of services and will provide the following assistance to Vendor: [Insert description of County responsibilities or insert "N/A" if not applicable.]

_____

III. Payment. County will pay Vendor as follows: [Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]

_____

IV. Additional Provisions. In addition, the parties agree as follows: [Insert additional terms or "N/A" if not applicable.]

_____

This SOW is effective as of the latest date of execution set forth below.

CUSTOMER	VENDOR
By: _____	By: _____
(signature)	(signature)
Name: _____	Name: _____
(print)	(print)
Title: _____	Title: _____
Date: _____	Date: _____

2. Professional Background

Team Summary & Required Information

FIRM INFORMATION	ROLE ON PROJECT	QUALIFICATIONS SUMMARY
Fisher Associates, P.E., L.S., L.A., D.P.C. 180 Charlotte Street Rochester, NY 14607 State of Inc: New York Business Type: Design Professional Corporation	• **Prime consultant** • Project management, QA/QC • Planning & outreach • Landscape Architecture • Site/civil engineering • Transportation engineering	• Nearly 40 years of planning, design and engineering service to counties, municipalities, and state agencies across NYS • Experience on similar projects including Regional Central, I-81, Inner Loop, I-787 and more
Cambridge Systematics, Inc. 101 Station Landing, Suite 410 Medford, MA State of Inc: Massachusetts Business Type: Corporation	• Sub-consultant • Transportation Demand Modeling	• Over 50 years of transportation planning and recognized leader in travel demand modeling • Developed travel demand modeling for New York City, Denver, Twin Cities, Houston and Baltimore. • Developed LOCUS, a national database of cell phone data app that assists in the model development and validation for various transportation studies.
AKRF, Inc. 440 Park Avenue South, 7th Floor New York, NY 10016 State of Inc: New York Business Type: Corporation	• Sub-consultant • Transportation Simulations • Environmental Impact Reviews • Equity & Environmental Justice • Market Analysis	• Over 42 years of experience in transportation and environmental projects • Signature environmental reviews on Gov. Mario Cuomo Bridge, I-81 Viaduct, Genesee Arch Bridge, I-787, and many other projects.
Joseph C. Lu Engineering, P.C. (MBE/DBE) 280 Broad Street, Suite 170 Rochester, NY 14604 State of Inc: New York Business Type: Professional Corporation	• Sub-consultant • Existing conditions data collection • Traffic engineering support	• Over 43 years of transportation planning/engineering and environmental experience in Western New York

2. PROFESSIONAL BACKGROUND

expect a premier PEL study that meets the MPO, NYSDOT, SEQR, and FHWA standards/guidelines.

- **Innovative Technology**: Our team brings innovative technology and experience to the project from the latest in transportation modeling, to innovative origin/destination technologies that access cell phones. Our team's experience with technology means that HOCTC can expect accessible, accurate and cost-effective data that informs an efficient study that identifies conditions for safety, mobility, infrastructure, community, economic development, regional connections, environmental, social equity, and environmental justice.
- **Clientship:** Fisher's mission is to create powerful client experiences by cultivating our gifts to create a legacy of infrastructure that improves quality of life. This aligns well with the purpose of PEL studies and HOCTC's goals which also improve the infrastructure and lives of the counties you represent.

Thank you for this opportunity, and we look forward to discovering what our team and yours can accomplish together!

Sincerely,

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

Frank J. Armento, AICP, CEP
Project Manager
716.858.1234 x306
farmento@fisherassoc.com

Don Naetzker, RLA
Director of Planning
585.334.1310 ext. 226
dnaetzker@fisherassoc.com

Enclosures: Cost Proposal (under separate sealed cover)

FISHER ASSOCIATES

Transportation
Land Development
Energy

February 24, 2023

Julie Richmond
Transportation Program Manager
Herkimer-Oneida Counties Transportation Council (HOCTC)
Boehlert Center at Union Station
321 Main Street
Utica, NY 13501

RE: Proposal in response to RFP #2022-326: Transportation Corridor-Planning and Environmental Linkages (PEL) Study for the area of the I-90 Utica Interchange (Exit 31) at N. Genesee Street (NYS Route 921C)

The FHWA's Planning and Linkages (PEL) approach to projects promote collaboration and an integrated approach to transportation decision-making that is based on the considerations of environmental, community and economic goals while using the information and analysis to inform the environmental review process.

As the Metropolitan Planning Organization for Herkimer and Oneida Counties, HOCTC is leading the PEL for the I-90 Utica Interchange (Exit 31) at North Genesee Street (NYS Route 921C) with the goal of identifying and addressing current and project transportation (mobility, safety, and operational) issues within the study area. We understand that HOCTC is looking for a consulting partner that will help deliver a PEL that meets NEPA and NYSDOT's procedures for the implementation of SEQR, FHWA PEL program guidelines, and HOCTC transportation planning goals.

Fisher Associates, P.E., P.S., L.A., D.P.C., (Fisher) has assembled a team of experts who can integrate land use and transportation planning with innovative technology to deliver a PEL that efficiently and effectively meets HOCTC's needs. Our team includes:

- Cambridge Systematics, Inc.
- AKRF, Inc.
- Joseph C. Lu Engineering, P.C. (MBE/DBE)
- Highland Planning, LLC (WBE/DBE)
- Anna E W Morton, DBA Morton Archaeological Research Services (WBE)

We believe the Fisher Team is the uniquely qualified to partner with HOCTC on this project because of the following:

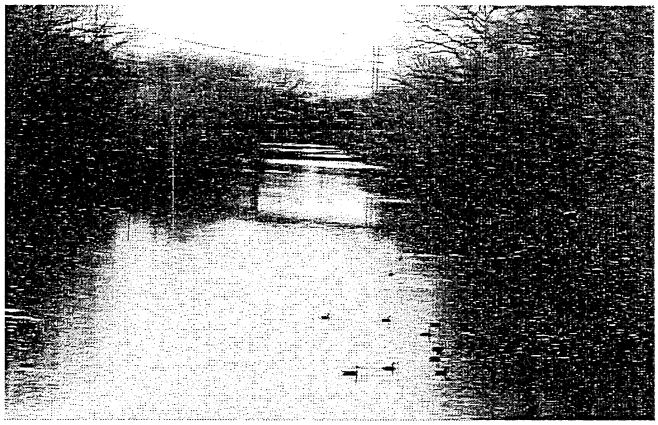
- **Local Knowledge + National Experience**: Fisher has several decades of New York transportation planning experience, and has brought nationally recognized experts Cambridge Systematics and AKRF to supplement our regional expertise with the latest in innovative technologies and planning best practices. Our team's combined experience means that HOCTC can

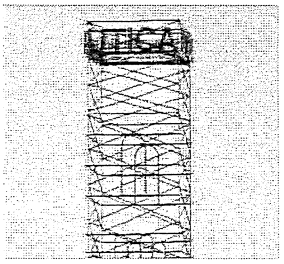
1. COVER LETTER

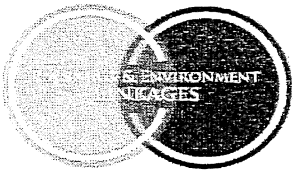
Response to RFP #2022-326

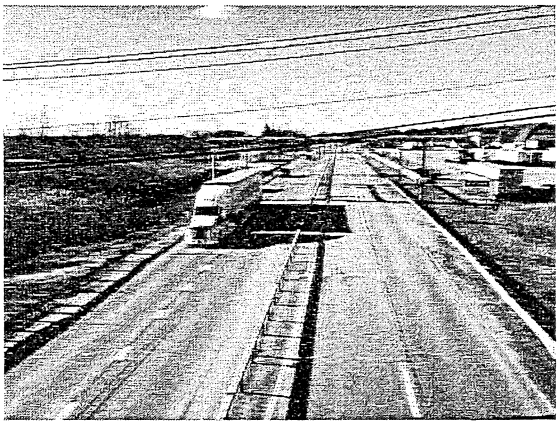
Transportation Corridor - Planning and Environmental Linkages (PEL) Study for the area of the I-90 Utica Interchange (Exit 31) at N. Genesse Street (NYS Route 921C)

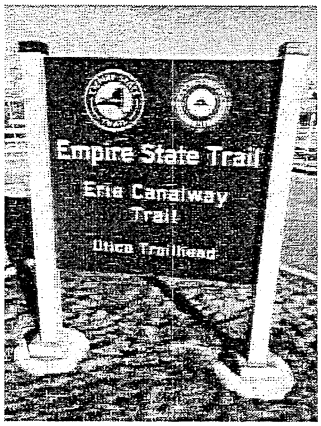
Herkimer Oneida Counties Transportation Council

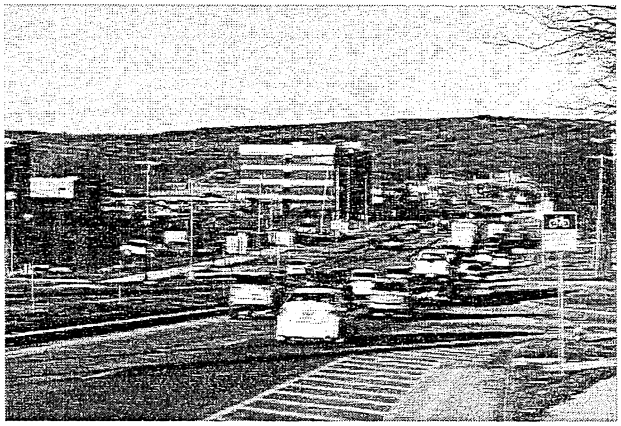


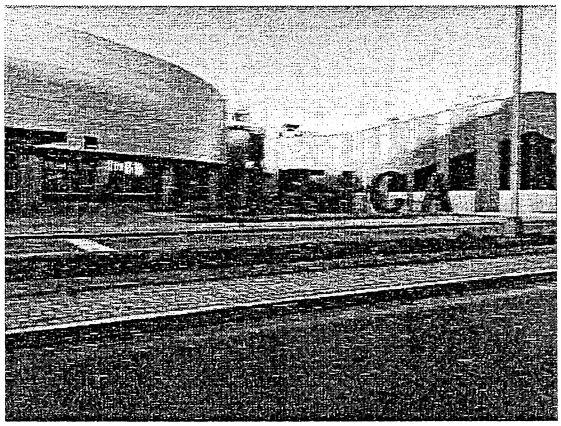












Contact: Frank Armento, AICP CEP
(716) 858-1234
farmento@fisherassoc.com

FISHER ASSOCIATES

EXHIBIT C

(Request for Proposals)

Appendix E

List of Documents Requiring Understanding or Compliance

(a) Commercial General Liability (CGL) coverage with limits of insurance of not less than $1,000,000 each occurrence and $3,000,000 annual aggregate.

(i) 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.

(ii) The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

(b) Workers' Compensation and Employer's Liability: Statutory limits apply.

(c) Professional Liability ("PL") coverage, including errors and omissions, with limits of insurance of not less than $2,000,000 each occurrence and $2,000,000 annual aggregate. (An umbrella or excess liability policy may be utilized to attain these PL limits).

(i) The County and any other parties required by the County shall be included as additional insureds. PL coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured(s).

7.2. Waiver of Subrogation: the Vendor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, PL or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

7.3. Certificates of Insurance: Prior to the start of any work, the Vendor 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 each of the Vendor's policies. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

8. LIMITATION OF LIABILITY.

8.1. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.2. Exclusions. This Article 8.2 does not apply to: (a) claims pursuant to Article 3 (*Confidential Information*) or Article 6 (*Indemnification*) of this Agreement; or (b) claims for attorneys' fees or other litigation costs the County becomes entitled to recover as a prevailing party in any action.

The following is a list of the minimum documents that need to be understood and/or complied with. All work shall conform to current versions of the following documents. Where necessary the appropriate agency shall provide or make available to the Consultant the most current edition in either the full document or guidance extracted from it. Additional documents may require understanding of or compliance with, as they pertain to individual tasks in the SOW.

- FHWA Planning and Environmental Linkages (PEL) Program
- National Roadway Safety Strategy (NRSS), Safe System Approach
- Highway Safety Improvement Program (HSIP)
- PROWAG- Public Right of Way Accessibility Guidelines
- Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619)
- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009)
- Rural Opportunities to Use Transportation for Economic Success (ROUTES) initiative
- Justice40 Initiative
- A Policy on Design Standards - Interstate System, AASHTO
- A Policy on Geometric Design of Highways and Streets, AASHTO New York State Highway Safety Plan (NYSHSP)
- Manual of Uniform Traffic Control Devices (MUTCD) with New York State Supplement
- New York State Pedestrian Safety Action Plan (NYPSAP)
- New York State NEVI Plan
- NYS Highway Safety Strategic Plan (Governor's Traffic Safety Committee)
- NYS DOT Safety Investigation Procedures Manual (also known as the Yellow Book)
- Highway Design Manual
- Annual Report titled "Update of Accident Costs"
- Annual Report titled "Update of Accident Reduction Factors and Average Accident Rates"
- NYS DOT Procedures for Locally Administered Federal Aid Projects
- NYS DOT Project Development Manual
- NYS DOT Right Of Way Mapping Procedure Manual
- NYS DOT Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right of Way
- NYS Environmental Quality Review Act (Environmental Conservation Law Article 8) and accompanying regulations (6 NYCRR Part 617)
- Design Consultant Manual
- Standard Specifications for Construction and Materials
- Engineering Instructions and Directives
- TRNS*PORT Estimator User's Guide
- The Environmental Manual (TEM)
- Environmental Procedures Manual
- HOCTC Long-Range Transportation Plan - Going Places 2040
- HOCTC Environmental Justice Analysis 2021
- HOCTC Electric Vehicle Charging Station Plan

[illegible]	[illegible]	[illegible]
Highland Planning, LLC (WBE/DBE) 820 S. Clinton Avenue, #3 Rochester, NY 14620 Business Type: Limited Liability Corporation	• Sub-consultant • Public Engagement	• Planed and Implemented hundreds of interactive public outreach efforts since incorporating in 2007 • Over 100 in-person and virtual engagement techniques including proprietary Instant Input engagement app.
Anna E W Morton, DBA Morton Archaeological Research Services (WBE) 1215 Macedon Center Road Macedon, NY 14502 Business Type: Sole Proprietor, Ann Morton Owner	• Sub-Consultant • Archaeology	• Over 25 years of cultural and archaeological services for various agencies throughout Western New York. • ASLA Upstate New York Award Winning projects (2022)

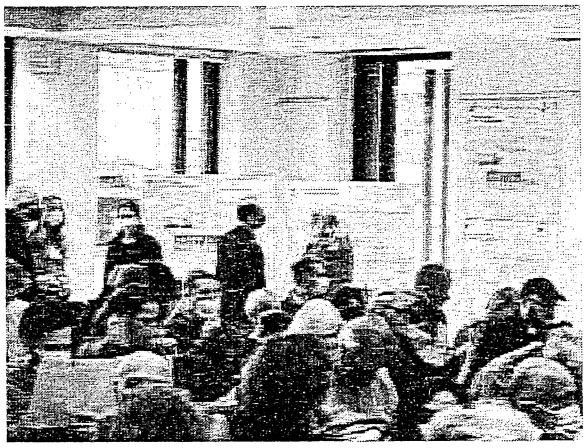
Fisher Associates, P.E., L.S., L.A., D.P.C.

Providing comprehensive, professional solutions since 1984, Fisher Associates is 155-person-strong firm offering planning, engineering, landscape architecture, environmental and surveying services to clients in the Transportation, Energy, and Land Development market sectors.

We regularly help MPOs, towns, counties, cities, and other municipalities conceptualize, develop, and implement master plans, policies, and guidelines that bolster infrastructure resiliency, spur economic development, support equity and sustainability, and improve quality of life for all who live, work, and play in their communities.

Fisher provides a comprehensive range of planning services, including:

- Transportation Planning
- Comprehensive Municipal Plans
- Area-Wide Revitalization Plans
- Waterfront, Park, and Park System Master Plans
- Zoning & Form-Based Codes
- Site Plan & Zoning Applications
- Brownfield Opportunity Area Planning
- Public Involvement & Consensus Building
- Campus Master Plans



- Design Guidelines
- Regulatory Analyses
- State Environmental Quality Review Act (SEQRA)

Fisher's Frank Armento, AICP, CEP engages at a public involvement session for the GBNRTC Region Central transportation planning study which is reimagining mobility options within the Scajaquada Corridor.

Fisher's decades of experience bringing design concepts to reality have proven our ability to meet the real-world demands of project budgets, construction processes, and future maintenance concerns while remaining true to the project vision. Our award-winning work strengthens each community in which we work by establishing beautiful, functional, and memorable places.

In August 2021, Trowbridge Wolf Michaels Landscape Architects — long respected as New York State's preeminent landscape architecture firm — joined Fisher Associates and is now known as Trowbridge Wolf Michaels, a Fisher Associates Landscape Architecture Studio.

That means we offer you the combined expertise that has helped prepare transportation and environmental planning and mobility studies throughout Western New York for decades. Our experience means that HOCTC can expect a thorough PEL study that meets required federal, state, and local goals.

Cambridge Systematics, Inc.

CAMBRIDGE SYSTEMATICS

Cambridge Systematics, Inc. (CS) is an independent, employee-owned firm recognized throughout the nation as a leader in transportation. CS was founded in 1972 by four Massachusetts Institute of Technology professors and a colleague who shared an understanding that transportation's greatest challenges call for thoughtful, research-based solutions. This this day, their staff is dedicated to forging strong partnerships and delivering innovative solutions for clients and communities.

They have developed and applied the full range of models from simple sketch-planning tools to very sophisticated four-step and activity-based travel demand models like the ones they developed for New York, Denver, Twin Cities, Houston and Baltimore.

CS is at the forefront of understanding the impacts of disruptive technologies through data-driven policy and modeling of these technologies. Their experience ranges from the microsimulation of New York City For-Hire Vehicles to modeling scenarios of autonomous vehicles in New Jersey, Southeast Florida, Colorado, and California. They have also recently led tasks on the Connected Vehicle Pilot for New York City and Congestion Pricing modeling in New York City and are currently using the Chicago model to quantify travel patterns in the region to support such a study.

Their extensive background in market research focuses on the design of household, intercept, and onboard surveys to better understand the context of travelers' routine or nonwork travel. CS designs stated-preference (SP) surveys to focus on the potential ridership of proposed investments such as the California High Speed Rail system and to assess the response of travelers to different pricing policies.

Their deep understanding of data led us to develop our own big data platform, LOCUS. It is a national database of Location -Based Services (LBS) data derived from cell phone app data. These data have been used across the country in model development and validation, transit network redesigns, before and after studies, and corridor studies to name some applications.

AKRF, Inc.

Founded in 1981, AKRF is an award-winning consulting firm with 300 planners, engineers, scientists, economists, and related professionals bringing the value of strategic thinking to transportation, land development, energy, and water clients. Since its founding AKRF has been at the forefront of analyzing and documenting environmental impacts pursuant to National Environmental Policy Act, New York State Environmental Quality Review Act, and New York City Environmental Quality Review (CEQR) guidelines, among other requirements like Environmental Justice, Title VI, Section 4(f) of the U.S. Department of Transportation Act of 1966, Section 106 of the National Historic Preservation Act, and Section 14.09 of the New York State Historic Preservation Act. AKRF has been pivotal in defining the state-of-the-art for environmental impact analysis, playing an important role in preparing the original manual for CEQR as well as subsequent updates.

As the Planning and Environmental Linkages process is new to New York, few of these studies have been completed in New York to date. However, AKRF is leading the environmental analysis for the Interstate 787 study in Albany, which the New York State Department of Transportation will advance as a PEL. AKRF is also involved in a PEL study for the Talmadge Bridge in Savannah, Georgia, and AKRF staff had a role in the I-95 PEL in Stamford, Connecticut. Skills attained on these completed and ongoing assignments will be valuable to the Utica – I-90 PEL study.

AKRF also specializes in traffic engineering and transportation planning, with an emphasis on the latest innovative practices including Complete Street design, multimodal simulation, and Adaptive Traffic Control Systems. A selection of relevant experience includes the New Rochelle Citywide Complete Streets Study and subsequent Complete Street design for priority corridors; New York Route 17 Exit 131 Interchange Adaptive Traffic Control System; U.S. Route 6 Adaptive Traffic Control System; and Queensbury Adaptive Signal Control Technologies Feasibility Study.

Joseph C. Lu Engineering, PC (MBE/DBE)

Now entering its 43rd year, Joseph C. Lu Engineering, PC (Lu Engineers) is a NYS Certified Minority and Disadvantaged Business Enterprise (M/DBE), solely Veteran owned Professional Corporation established in 1980. Their team includes over 80 professionals who specialize in transportation, structural, environmental, and civil engineering. They serve federal, state and local governments and many private industries and developers out their offices located in Buffalo, Rochester, Syracuse, Binghamton, Albany and New York, New York.

Lu Engineers has been providing professional transportation services since being were founded in 1980. Their full-service transportation group includes highway and structural engineers, transportation engineers, civil engineers, traffic engineers, and bridge and construction inspectors that have the experience required to handle every challenge your project possesses. Lu has successfully completed road, trail and bridge design and planning projects for villages, towns, cities, and counties across New York, NYSDOT, and NYSTA.

Highland Planning, LLC (WBE/DBE)

Highland Planning is a consultancy specializing in public engagement. Their firm was founded on the idea that better dialogue leads to better decisions. Since 2007, Highland Planning has planned and implemented hundreds of interactive public outreach efforts designed to inform, consult, and empower community members across the

nation. The "Highland Way" of public engagement is rooted in the methodology of the International Association of Public Participation (IAP2) and includes understanding the community, creating a detailed engagement plan, managing all outreach logistics, facilitating dialogue, and documenting the results. With a toolbox of more than 100 in-person and virtual engagement techniques, including their proprietary Instant Input engagement app, Highland Planning is unequalled in their ability to tailor public involvement efforts to our clients' needs.

Highland Planning's trained and experienced multi-disciplinary team sets them apart from other firms that provide public engagement as an add-on. With IAP2 training in public participation and their own proprietary public engagement software product, called Instant Input, their staff bring the skills, knowledge and tools necessary to minimize risk and encourage actionable input. In addition, they understand how engagement fits into the larger scope of a project, thanks to their team's AICP-certified planners, marketing communications experts, and analysts.

Morton Archaeological Research Services (WBE)

Morton Archaeological Research Services (MARS) based in the Rochester, NY area offers cultural resource management investigation and mitigation for projects across New York State. MARS is an unincorporated sole-proprietor. Formed in 1996 by Dr. Ann Morton, MARS provides a full range of archaeological services for cultural resource management, preservation and historic documentation, including Phase I archaeological surveys, Phase II site examinations, Phase III mitigation, archaeological monitoring, laboratory analysis, education, preservation planning and others. Their customers include local, state and federal authorities, developers, individuals, not-for-profits, and educational institutions.

3. PROJECT MANAGEMENT PLAN

3. Project Management Plan

Fisher has comprised a team of experienced transportation and environmental planning experts to meet HOCTC's goals for this project. An organizational chart and resumes for our key personnel are included on the following pages.

ORGANIZATIONAL CHART

FISHER ASSOCIATES

Frank Ammerman, AICP, CEP
Project Manager
Allen Gardner, PE
Assistant Project Manager

Daniel Nasiatka, RLA
Principal Planner/Manager
Emily Sinnott, PE
Deputy Manager

FISHER ASSOCIATES
TASKS 1-7
Team & Plan PM: Frank Ammerman, AICP, CEP
Asst. PM: Allen Gardner, PE
Planning: Daniel Nasiatka, RLA
Planning: Sarah Manno
Landscape Architecture/Visual: Jim Lau, RLA
Environment/Conservation Plan: Molly McDonald, RPA
Planning: Andrea Hall
Traffic: Heath Hagner, PE
Transportation Planning/Modeling: Nikhil Puri
Transportation Planning: Christopher Mojica, PE, PTOE, RSP1

AKRF, inc.
Tasks: 1-7
Firm Lead: Michael Beattie, PE, PTOE
Acoustics/Noise: Daniel Abate
Equity/Env Justice: Christopher Calvert, AICP
Air Quality: Kevin Edwards
Environ: Jennifer Hogan, CM
Visual Resources: Jim Lau, RLA
Social: Ashley Ley, AICP
Historic Resources: Molly McDonald, RPA
Natural Resources: Aubrey McMahon
PEL Preparation: Christopher Mojica, PE, PTOE, RSP1
Economics: John Neill

Cambridge Systematics
Tasks: 2,3,4,5
Firm Lead: Nikhil Puri
TDM: Christopher Lamm
TDM: Suseel Indrakanti, AICP
TDM: Christian Higgins
TDM: Katherine Dannemiller
GIS: Mukta Ramola

Highland Planning
Tasks: 1,6,7
Firm Lead: Nancy Raca
Public Involvement: Mike Henry

Morton Archaeological Services
Task: 4
Firm Lead/Archaeology: Ann Morton, PhD, RPA

Lu Engineering
Tasks: 2,3,7
Lead: Ramsey Kahi, PE
Transportation: Paul Valente, PE
CADD: Paula Borkowski

Frank J. Armento, AICP CEP

Project Manager

P: (716) 858-1234 x306
M: (716) 465-2817
E: farmento@fisherassoc.com

Education

- M.U.P., Urban Planning, 1997 SUNY at Buffalo
- B.A., Geography, 1989 SUNY College at Buffalo

Years of Experience

30

Affiliations

- American Planning Association, New York Upstate Chapter and Western New York Section
- American Institute of Certified Planners
- Buffalo Environmental Management Commission, Commissioner 2005 to present

Areas of Specialization

- Land Use Planning/Zoning Compliance
- Transportation Planning
- Brownfields Redevelopment
- SEQRA/NEPA Compliance
- Environmental Permitting and Due Diligence

Mr. Armento is the Planning Group Manager at Fisher Associates and has been practicing in the private sector for more than 30 years. A certified planner with the American Institute of Certified Planners, his areas of specialization include land use planning and zoning compliance, transportation planning and mobility studies including transportation demand management, brownfield redevelopment, sustainability and natural resources planning, and cultural resources planning focused on urban design, historic preservation and adaptive reuse projects. Mr. Armento also has extensive experience conducting complex reviews pursuant to the New York State Environmental Quality Review Act (SEQRA) and the National Environmental Policy Act (NEPA) for small and large-scale institutional, commercial, and mixed-use projects throughout Upstate New York, and represents a range of clients on federal, state and local regulatory compliance matters, including providing assistance with zoning and site plan reviews.

Prior to joining Fisher Associates, Mr. Armento was a Senior Project Manager at URS Corporation, an international planning and engineering consulting firm, where he was involved in a number of comprehensive and area-wide planning projects in the City of Buffalo and Western New York. Earlier in his career, Mr. Armento was a Senior Environmental Analyst in the Environment and Energy Practice Group of the international law firm of Hodgson Russ LLP where he focused on regulatory compliance and environmental impact review projects for the public and private sectors.

Project Experience

Buffalo Niagara's Region Central, Buffalo, NY: Fisher Associates' Project Manager for this study with the Greater Buffalo Niagara Regional Transportation Council (GBNRTC). The purpose of the study is to build consensus around a shared vision for the Scajaquada Corridor and a future-oriented mobility plan that strengths their communities and creates a safer and more equitable and prosperous city and region. Responsibilities include supporting efforts for land use planning/scenario building, mobility assessment and recommendations, and identification of parallel initiatives including community development, Scajaquada Creek access and cleanup and Delaware Park improvements/projects.

City of Troy Comprehensive Plan, Local Waterfront Revitalization program and Downtown Economic Revitalization Strategy, Troy, NY: Mr. Armento is the Fisher Project Manager responsible for developing a Comprehensive Plan, and Local Waterfront Revitalization Program and Downtown Strategic Economic Development Strategy with the larger consultant team, to guide future development within the city of Troy. Responsibilities included inventory and analyses, formulation of recommendations regarding transportation mobility, natural resources, and historic resources, and community outreach.

City of Buffalo office of Strategic Planning, Buffalo Green Code Implementation Program, Buffalo, NY: Project Manager responsible for Buffalo Green Code Implementation Program which includes adoption and implementation of a new citywide, form-based zoning code (a/k/a the Unified Development Ordinance). Responsibilities include development and delivery of training sessions for departmental staff and board members regarding the applicability and use of the code, public workshop presentations to educate design professionals, public officials and the general public on the key elements of the code and its benefits, development of Green Code and Transportation Demand Management Guidebooks to assist users including design professionals and the general public with application and use of the new code, and development of new application forms to assist applicants and facilitate departmental and board processes and approvals.

City of Buffalo Office of Strategic Planning, Buffalo Consolidated Development Framework, Generic Environmental Impact Statement, Buffalo, NY: Project Manager for Buffalo Consolidated Development Framework project which included preparation of a SEQRA Generic Environmental Impact Statement for a new citywide Unified Development Ordinance, three Brownfield Opportunity Areas, and the revised Local Waterfront Revitalization Program. Responsibilities included coordination with city staff regarding SEQRA procedural and substantive compliance, review and preparation of scoping documentation, and critical review and preparation of components of the Draft GEIS in cooperation with City staff. In addition, a transportation assessment and build-out analysis was developed as part of this effort. The build-out analysis was completed to demonstrate the maximum allowable build-out permitted by the new zoning ordinance throughout the city and in targeted areas.

Buffalo Urban Development Corporation, Downtown Buffalo Infrastructure and Public Realm Master Plan, Buffalo, NY: Fisher Project Manager responsible for various aspects of the project including coordinating with stakeholders, conducting an inventory and analysis of existing conditions, performing site visits, preparation of base-mapping, and providing assistance with public outreach and stakeholder meetings. The project resulted in the issuance of the Downtown Buffalo Infrastructure and Public Realm Master Plan, an investment strategy to help guide public investments in new street and public realm infrastructure and ensure that new infrastructure results in an integrated network of attractive streets and open spaces and is targeted to support and leverage private sector investment.

City of Buffalo Office of Strategic Planning, Buffalo River Corridor Brownfield Opportunity Area, Step 2 Nomination Study, Buffalo, NY: Project Manager responsible for Step 2 Nomination Study for approximately 1,000 acres of land located southeast of downtown Buffalo including the Buffalo River and the land adjacent to its north shore. The area consists of approximately 40 brownfield properties including heavy industrial areas and surrounding mixed-use residential neighborhoods. Responsibilities included public participation, transportation mobility planning and design, zoning buildout analysis, land use planning including zoning recommendations, master planning, and SEQRA compliance.

Buffalo Urban Development Corporation, South Buffalo Brownfield Opportunity Area, Step 3 Implementation Strategy, Buffalo, NY: Project Manager for Step 3 Implementation Strategy for 1,900 acres of a mix of vacant and underutilized properties along the Buffalo River corridor adjacent to NYS Route 5 and Lake Erie in the City of Buffalo. Responsibilities included community participation planning, preparation of environmental site assessments for strategic sites, land use planning including developing transportation and zoning recommendations, neighborhood revitalization programming and outreach, site marketing and SEQRA compliance.

City of Rochester, Bull's Head Brownfield Opportunity Area, Step 2 Revitalization Plan, Rochester, NY: Mr. Armento is the Project Manager for the preparation of a Step 2 Nomination Study and Sub-area urban Renewal Plan for the Bull's Head area in the City of Rochester. The BOA study area consists of approximately 188 acres and is characterized by a disproportionately high percentage of vacant buildings and lots, documented and suspected environmental concerns for over 150 sites, low property values and overall disinvestment. Responsibilities include preparation of an Urban Renewal Plan for a portion of the BOA, inventory and analyses, land use planning including developing transportation and zoning recommendations and design concepts, neighborhood revitalization programming and outreach, site marketing and SEQRA compliance.

Donald Naetzker, RLA

Principal-in-Charge

P: (585) 334-1310
M: (585) 690-5008
E: dnaetzker@fisherassoc.com

Education
B.L.A., Landscape Architecture, 1983, Ball State University

Years of Experience
39

Registration
Registered Landscape Architect
- New York
- Connecticut
- Maryland
- Missouri

CLARB Registered

Areas of Specialization
- Landscape Architecture
- Community Development
- Smart Transportation Planning
- Good Urbanism
- Progressive Knowledge of Planning
- Urban & Site Design

With 39 years of diverse experience as a Landscape Architect and Planner, Don Naetzker, RLA has lived on many sides of the community development industry. He has been consultant, owner, agency staff and builder. Don's diverse portfolio of work ranges from entrepreneurial private-sector ventures to public sector capital improvements, giving him a comprehensive understanding of the key issues at play in the Burlington Transportation Options Study. He is passionate about mixed-use, walkable, healthy, fun, and social environments. He defines a project's success through the principle of Triple Bottom Line Sustainability – that it succeeds socially, environmentally, and economically.

As the Director of Planning, Don oversees our planning team to ensure that professional standards of work are maintained, and that ongoing communication with our clients is provided. The following summarizes his key activities:

Quality
- Implements standards and quality control procedures for reports, drawings, and other documents produced by company personnel
- Monitors variations in quality and recommend/implement improvements
- Provides an independent review of project designs, on a random basis and/or upon the recommendation of the Project Manager, to ensure they are responsive to the needs of our clients
- Oversees constructability reviews

Contracts
- Assures that the company meets technical and performance standards
- Assists Managers with schedules, budgets, and scope and ensure that established procedures are being followed
- Oversees contracts and monitor project start-up and close-outs

Project and Department Performance
- Oversees the effective use of personnel
- Monitors procedures to ensure that projects are progressing in a logical sequence that will minimize rework and offset scheduling conflicts
- Assures that no out-of-scope work is performed without prior approval
- Assists with developing individual professional competencies

Relevant Project Experience
Having served as Project Manager on numerous multi-disciplined projects involving parks, waterfronts, downtown revitalization, heritage components, as well as environmental issues and agency coordination, Don is well-suited to serve as a Principal-in-Charge - providing oversight and guidance for all phases of your project. Relevant experience includes:
- Buffalo Skyway Corridor Competition, Buffalo, NY*
- Genesee-Finger Lakes Regional Erie Canal Corridor Plan*
- Village of Fairport Comprehensive Plan, Fairport, NY*
- Inner Loop Highway to Boulevard, Rochester, NY*
- Seabreeze Revitalization Plan, Irondequoit, NY*
- Penfield Four Corners Plan, Penfield, NY*
- Irondequoit Bay Harbor Management Plan, NY*

**Completed during previous employment*

Allen Cowen, P.E.

Assistant Project Manager

P: (585) 334-1310 x504
M: (315) 790-2512
E: acowen@fisherassoc.com

Years of Experience:
36

Education:
BS in Civil & Environmental Engineering, Clarkson University 1985
AS in Engineering Science, Mohawk Valley Community College 1983
AAS in Surveying, Paul Smith's College 1979

Professional Registration:
Professional Engineer: NY #067050

Affiliations:
- New York State Association of Transportation Engineers (NYSATE)
- New York State County Highway Superintendents Association, Inc. (NYSCHSA)
- American Council of Engineering Companies of New York (ACEC)

Certifications Include:
- FHWA-NHI Intersection Safety Workshop, July 2014
- OSHA 10-hour Construction Safety Training Program, February 2013, and February 2002
- Bridge Construction Quality Assurance, October 2006
- Subsurface Investigation & Geotechnical Evaluation, November 2004
- Geosynthetic Applications for Subgrade Improvement & Base Reinforcement, August 2004

Allen Cowen has served as a Project Manager and Project Engineer on many diverse transportation projects. His expertise includes preliminary and final highway design and construction management of highway, bridge, canal, and civil related projects. Al has served in key roles on numerous New York State DOT and locally administered federal aid projects throughout the state. He has served as the Project Manager on over 125 construction projects with a total construction value of over $150M. His responsibilities have included coordinating design and construction inspection projects with clients and subconsultants, developing project scopes, negotiating contract hours, preparing agreements, and scheduling project personnel. He has been the primary author of several design approval documents and is well versed in the preparation of final contract documents and construction management plans.

Project Experience
(*Experience prior to Fisher Associates)

***Onondaga Lake Parkway from Old Liverpool Road to I-81 Access Safety Improvements, NYSDOT Region 3, Syracuse, NY:** Prior to joining Fisher, Al served as the Project Manager for preliminary design of improvements to the Onondaga Lake Parkway to mitigate identified accident patterns. Responsible for overseeing development of preliminary alternatives to mitigate crossover, left-turn, and fixed object accidents. Fixed object accidents include a large number of over-height vehicles hitting the CSX bridge over the Parkway. Alternatives developed take into consideration potential impacts to traffic on adjacent routes such as Old Liverpool Road and environmental issues associated with the Parkway passing through the Onondaga Lake Park. Mr. Cowen was also responsible for technical presentations at meetings with stakeholders.

***Chenango Road Reconstruction, Utica, NY:** Prior to joining Fisher, Al served as the Project Manager responsible for overseeing the reconstruction of 1 kilometer of Chenango Road located in the City of Utica. Project work included pavement reconstruction, open and closed drainage, signals, signing and striping. This locally administered federal aid project was completed in 2003 with a construction cost of $1.1 million. Lochner provided a full-time Resident Engineer to monitor the work of the contractor and was responsible for monitoring compliance with minority utilization goals, prevailing wage payments, and processing payment applications and developing change orders.

***Utica Memorial Parkway Reconstruction, Utica, NY:** Prior to joining Fisher, Al served as the Project Manager for construction inspection phase of the $7 million project to rehabilitate and reconstruct the Utica Memorial Parkway and Pleasant Street between Burrstone Road and Sherman Drive. Mr. Cowen was responsible for contract administration for the construction inspection phase of this locally administered federal-aid project. Lochner provided the Resident Engineer, Office Engineer, Chief Inspector and three other inspectors on this project that had a very aggressive schedule with liquidated damage clauses totaling $350,000. Mr. Cowen's responsibilities included preparation of the project bid proposal, bimonthly review and approval of each contractor estimate for payment, monthly invoices, and project inspection staffing.

Emily M. Smith, P.E.

Quality Control

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Education

- B.E., Civil Engineering, 2003
  Stevens Institute of Technology
- M.E., Structural Engineering, 2003
  Stevens Institute of Technology

Years of Experience

19

Registration

Professional Engineer:

- New York
- New Jersey
- Pennsylvania
- Ohio
- Indiana
- Maine
- Connecticut
- Kansas
- West Virginia
- South Carolina
- Missouri

Affiliations

- American Society of Civil Engineers
- ABCD, WNY chapter
- NYSATE
- APWA

Areas of Specialization

- LAFAP procedures
- Contract administration
- Multi-disciplined project oversight & coordination
- Agency coordination
- Public participation
- Quality Assurance/Quality Control

Emily Smith, P.E. has over 19 years of experience in highway design, traffic engineering, structural engineering, transportation planning, environmental screening and construction management. She is experienced in managing and coordinating the scoping, planning, design, and construction phases of a variety of transportation project types including the rehabilitation and reconstruction of existing roadways and structures. In addition, she is knowledgeable in the technical and economic feasibility evaluation of alternative design configurations, contract document preparation, cost estimating and cost control.

Her thorough understanding of all aspects of a project, along with her expertise in the federal-aid process, makes her an exceptional Project Manager. Emily will be your primary point-of-contact, providing the day-to-day project coordination and oversight of the development of plans, details, estimates, and construction documents. She has worked on more than 65 federal aid projects with a combined new and rehabilitated construction value exceeding $600 million. Emily's strength in preparing contract documents and specifications is a direct result of managing projects during construction and understanding the execution of the specifications. Her thorough understanding of the NYSDOT specifications and the implementation of them during construction allows her to provide the most efficient and cost-effective design by specifying the most suitable materials to meet your needs.The following summarizes her key areas of expertise:

Design Elements

- Roadway geometrics.
- Full depth pavement reclamation.
- Roadway rehabilitation and reconstruction.
- Bicycle/pedestrian accommodations – ADA compliance.
- Trails, sidewalks and streetscapes.
- Bridge rehabilitations and replacements.

Federal Aid Process

- NEPA/SEQRA processing.
- ROW acquisition and procedures.
- Farmland impacts.
- Section 7 ESA processing.
- Section 106 processing.
- Public participation and outreach.

Project Management

- Oversees the effective use of personnel.
- Establishes all critical design elements.
- Coordinates closely with client and subconsultants to ensure seamless project delivery.
- Construction support.

Relevant Project Experience

Having served as Project Manager on numerous multi-disciplined projects involving bridge, highway and traffic components as well as extensive environmental issues and agency coordination Emily is well suited for your project. Relevant experience includes:

- Hanshaw Road (CR 109) Reconstruction, Tompkins County, NY
- Reconstruction of Ellis Hollow Road, Tompkins County, NY
- Replacement of Seneca Street over Canisteo River, Steuben County, NY
- Rehabilitation of Centerway Arch Bridge, City of Corning, NY

Heath Lagoe, P.E.

Project Engineer

P: (585) 334-1310 x270
E: hlagoe@fisherassoc.com

Education
B.S., Civil and Environmental Engineering, 1997,
Clarkson University

Years of Experience
25

Registration
Professional Engineer:
- New York

Affiliations
- Institute of Transportation Engineers

Areas of Specialization
- Signal coordination/ systematic capacity analysis
- Traffic micro simulation modeling
- Circulation analysis
- Transportation planning
- Safety investigation & accident analysis
- Data collection

Heath Lagoe, P.E. has 25 years of specialized experience in traffic and transportation engineering. His extensive resume of high-profile complex traffic engineering projects reflects his expertise in transportation planning, traffic engineering and design, traffic signal coordination/system-wide capacity analysis, micro simulation modeling, circulation analyses, roundabout assessment/design, safety studies, and data collection. Heath has extensive experience with all types of traffic engineering software. He is an expert in the concepts/ calculations of the software operation and the proper interpretation of the results.

Project Experience

NYS Route 198/Scajaquada Expressway, City of Buffalo, NY: This project addressed the downgrading of an Urban Principle Arterial Expressway. Heath was the Traffic Engineer responsible for reviewing the existing conditions VISSM simulation model and creating VISSIM simulation models for the future alternatives. For the future alternatives he modeled and analyzed multiple options including a roundabout and an intersection with a triple left turn. Through the simulations, Heath was able to make recommendations to refine the design of the alternatives. Measures of effectiveness such as delay, travel time and queue lengths were developed to compare this alternative to the existing design.

Connective Corridor Project, City of Syracuse, NY: Heath was the Sr. Traffic Engineer for the 1.5 mile, $11.7M signature strip of cutting-edge cultural development connecting University Hill with downtown Syracuse. The traffic assessment will support the City's goal to ignite a resurgence of economic development, tourism, and residential growth. He was responsible for traffic data collection for 15 intersections, safety analysis of 250 accidents, and traffic analysis for 30 intersections and five corridors for this urban project. The traffic analysis determined an optimal route for the Corridor to connect downtown and Syracuse University. A detailed traffic assessment was provided for multiple scenarios that convert existing one-way to two-way street operations.

Traffic and Transportation Term Agreement, City of Syracuse, NY: Heath is the Sr. Traffic Engineer for this project that provides as needed transportation and traffic engineering services to the City of Syracuse. To date, work orders have included the design of speed humps at five locations around the city, the design of bike lanes on city street, design of new pedestrian signals at a high traffic intersection and design of a sidepath (two-way bike/pedestrian on-street pathway) along a city street. His responsibilities include identifying locations for speed humps and development of speed hump guidelines, reviewing the design of bike lanes, assisting in the design of pedestrian signals and modifications to traffic signal infrastructure.

Buffalo Traffic Engineering Assistance, City of Buffalo, NY: Heath was the Senior Traffic Engineer for this $180k project to develop and implement cost-effective traffic signal timing and coordination plans for 3 major corridors (57 signals) to reduce travel time and emissions. Traffic volume counts and geometric data was inventoried to develop coordination timings for each of the systems using the latest Synchro software. The resulting Synchro traffic models can be used to manage and maintain the Owner's traffic network and provide a database for volumes, lane geometry, signal timing and phasing, and system coordination and offsets.

Pedestrian Signal Safety Project, Onondaga County, NY: Heath is the Sr. Traffic Engineer for this project that will provide the preliminary design, final design and construction phase services the design of new pedestrian signals at 10 locations around Onondaga County. All locations will include accessible pedestrian signals, countdown timers, new ADA compliant pedestrian ramps and new pavement markings. Also included in the work is the evaluation of pedestrian signal timings at each intersection to ensure the safe passage of pedestrians. Evaluation of pedestrian timings will include concurrent pedestrian phasing, exclusive pedestrian phasing and leading pedestrian intervals.

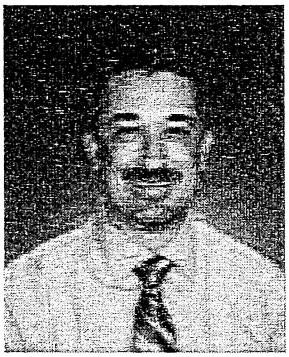
2017-2021 Pedestrian Safety Action Plan Term Agreement, Regions 1, 2, 7 & 9, Various Locations, NY: Heath is the Senior Traffic Engineer for this project that is evaluating the safety of pedestrians at approximately 250 uncontrolled and controlled intersections in NYSDOT Region 7. Fisher is also providing recommendations to improve pedestrian safety that include new pavement markings, signage, new or upgraded pedestrian signals, parking restrictions and the removal of sight distance obstructions. The work includes data collection by means of hand-held tablets with a specially designed application and electronic submittals to NYSDOT.

Washington Street Road Diet, City of Watertown, NY: This project improved pedestrian safety in the area of Watertown School District's high school, middle school and elementary school that generate a significant amount of school age pedestrian traffic. The increasing number of pedestrian accidents coupled with traffic volumes that were approaching 16,000 vehicles per day on Washington Street clearly demonstrated the need for pedestrian safety improvements along this corridor. Heath assisted in a road diet evaluation to allow pedestrians to cross more safely by reducing the number of lanes of traffic they must cross from four to two. Additional safety measures that were also evaluated and implemented included improved pavement markings and signage and installation of a Rectangular Rapid Flashing Beacon (RRFB) at one high pedestrian volume intersection to alert motorists to pedestrians in this area.

Center City One-Way to Two-Way Conversion, City of Rochester, NY: The City of Rochester desired to convert St. Paul Street and North Clinton Avenue between Main Street and the Inner Loop from one-way to two-way traffic. This project consisted of milling and resurfacing the roadway, signal system modifications at thirteen intersections, spot watermain and hydrant relocations, spot curb and sidewalk replacement, modification of curb bumpouts, new pavement marking installation, and new signage. Fisher created Synchro models to develop proposed signal timings for 18 intersections to be implemented for the two-way conversion. The Synchro models were based on previously created planning level models which were then updated with project specific information including updated traffic volumes, new roadway geometry based on the two-way conversion and the incorporation of lead pedestrian interval phasing at multiple intersections. Existing cycle lengths and phasing, traffic signal splits and offsets were optimized. Heath was the Senior Traffic Engineer.

Peter Wlodarczyk, P.E.

Project Engineer



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Education
- AAS, Civil/Construction Engineering Technology, Mercer County Community College, 1993
- BS, Civil Engineering Technology Rochester Institute of Technology, 1996

Years of Experience
26

Registration
Professional Engineer:
- New York
- Pennsylvania

Certified Road Safety Professional, Level 1

Affiliations
- American Society of Civil Engineers
- American Society of Highway Engineers

Areas of Specialization
- LPM procedures
- Project management
- Preventive maintenance
- Contract administration
- Agency coordination
- Public participation
- Quality Assurance/Quality Control

Peter Wlodarczyk, P.E., RSP1 has 26 years of experience providing transportation engineering services, with a portfolio that includes paving projects, pavement reconstruction, new roadway design, streetscapes, and pedestrian facilitiesPeter is a certified Roadside Safety Professional, one of approximately 300 in the country. The certification means that he has demonstrated a proficiency in the foundations of road safety principles.

Project Experience

Highland Crossing Trail, Town of Brighton, NY: Peter was the Assistant Project Manager and Senior Highway Engineer on this project that links the Erie Canal Trail, Genesee Riverway Trail, and Highland Park. He worked on the assessment and design of improvement to bring all areas of existing sidewalk that is shared with the trail into ADA compliance. He completed the final design and prepared the bid documents according to the Local Project Manual. He provided construction support and monitored the completion of construction. ROW was required for both off road and adjacent sidewalk improvements.

Auburn Trail Connector, Town of Farmington, NY: A feasibility study was conducted over a span of two years to determine the best route for a multi-use trail for bicyclists and pedestrians to connect to the existing Auburn Trail and Ontario Pathways. The final trail alignment is a result of the study and advisory group meetings. The project is Phase I of a 9-mile trail link connecting the existing Auburn and Ontario Pathways trails. The new trail through to the Town of Farmington consists of stone dust and asphalt sections on the old rail bed and neighborhood connections, as well as some 10' concrete segments along NYS Route 332. Some sections on the rail bed were also built on gabions to minimize wetland impacts. Peter was the Senior Highway Engineer assisting with design of sidewalk spur connection and sign placements for the CR 41 Road Crossing and provided construction support.

Maple City Rail Trail, Ogdensburg, NY: The City of Ogdensburg is looking to convert an abandoned railroad bridge and corridor into a pedestrian and bicyclist trail that connects to the existing Black River Trail. This project includes the construction of a 3,500 ft. extension of a shared use trail along an abandoned railroad corridor including an existing railroad bridge crossing the Oswegatchie River. A concrete sidewalk will be constructed from the trail to the existing sidewalk on Route 812. To cross the Oswegatchie River, an existing abandoned three span railroad bridge will be used to construct a 10-foot-wide timber deck system with timber railing. Extensive substructure repairs will also be required.

Sarah Martin

Planner

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Education
MUP/Urban Planning, 2022, University at Buffalo
B.S., Environmental Science, 2019, SUNY Binghamton

Years of Experience
3

Areas of Specialization
- Environmental Planning
- Historic Preservation Planning
- Permitting
- ArcGIS
- Project Presentations and Marketing

Sarah Martin is an urban planner with a strong background in environmental science. A recent graduate, she has spent the past year analyzing brownfield properties across three New York State counties for the Southern Tier Central Regional Planning and Development Board. Her well-rounded capabilities include conducting Phase I Environmental Site Assessments, SEQRA and NEPA reviews, and wetland delineations; assembling permit applications; historic preservation planning and research; mapping site layouts and environmental features; developing policy recommendations to direct economic growth; and leading public presentations to community stakeholders and developers.

Project Experience

Economic Development Planning, Buffalo, NY: Member of the graduate student team to develop insight into the link between economic development, housing stability, and eviction risk. Sarah utilized GIS tools and census data to map the growth and decline of industry sectors and map indicators of housing stability and eviction trends in Rust Belt cities. She formulated policy recommendations directing economic growth, effective and equitable land use solutions, and legal shifts to address and mitigate eviction risk in Rust Belt cities, particularly following the impacts of COVID-19.

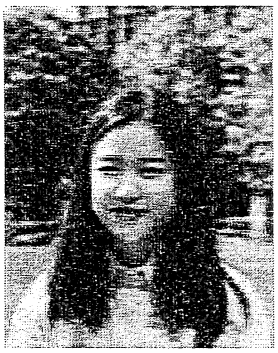
Brownfield Redevelopment Planning, Steuben, Schuyler, and Chemung Counties, NY: Brownfield Redevelopment Intern for the Southern Tier Central Regional Planning and Development Board, responsible for analyzing 20 brownfield properties located in Steuben, Schuyler, and Chemung counties to develop site profiles detailing potential contamination, deed restrictions, historic resources, and environmental resources on and around the site. Duties included consolidating data from multiple state agencies and creating maps in ArcMap 10 that illustrate potential environmental contamination sources in the vicinity of each property.

Environmental Planning and Permitting, Binghamton, NY: Conducted Phase I Environmental Site Assessments, SEQRA and NEPA reviews, and wetland delineations. Included analyzing data sets from EDR Lightbox to identify potential environmental contamination and potential RECs, including data from DEC reports, Sanborn mapping, and census data; assembling permit applications for review by state regulatory agencies and site plan review by local municipalities; facilitating communication with local municipalities to collect data on previous environmental concerns and site history; and utilizing ArcMap 10 to create comprehensive and detailed maps detailing site layouts and environmental features.

Historic Preservation Planning, Buffalo, NY: As a student researcher for the University at Buffalo Historic Preservation Planning Studio, Sarah played a key role in creating a proposal for redevelopment of Buffalo's historic African American neighborhood into a cultural and community center. Sarah's work included developing mapping with ArcMap10 and datasets in Microsoft Excel to track the location of 138 historic property listings and to support site reconnaissance of the historic neighborhood; conducting nationwide and local historic research to analyze the relationship between local planning initiatives, demographic change, and neighborhood development over the span of almost a century; and presenting to a group of community stakeholders and developers to generate interest in site redevelopment.

Andrea (Zixuan) He

Associate Planner



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Education

- Master of City and Regional Planning, Bloustein School of Planning and Public Policy at Rutgers University, 2022
- B.F.A History of Art and Architecture, Massachusetts College of Art and Design, 2019

Areas of Specialization

- Land Use Planning/Zoning Compliance
- Public Outreach
- Transportation/Mobility Studies
- Graphic Design

Andrea joined us recently following receipt of her Master of City and Regional Planning degree from the Bloustein School of Planning and Public Policy at Rutgers University. Her research and planning experience focuses on transportation planning, community development, and creative placemaking — making her a perfect fit for the needs of the Downtown Waterfront Infrastructure and Public Realm Improvements.

Andrea also is a skilled designer who is exceptional at storytelling, illustration, and visualization to communicate project designs and objectives to client contacts as well as community/business stakeholders and the public. Earlier this year, she worked with the Asbury Park, NJ, Department of Transportation on the Micromobility Demonstration Project to design and implement pop-up bike lanes.

Project Experience

River Rock Connections, City of Buffalo: With a focus on planning multi-modal improvements to help further leverage and connect the City of Buffalo's unique urban and natural assets, the City has teamed with Fisher Associates for the River Rock Connections project in the Riverside and Black Rock Neighborhoods. These improvements are focused on pedestrian, bicycle, transit, and micro-mobility infrastructure that provide access within and to the waterfront, improved neighborhood connectivity, and a possible rail-to-trails opportunity. These improvements seek to overcome the gaps in connectivity that currently exist and inhibit the full potential of existing neighborhood assets. As the prime consultant on the project, Fisher is leading the feasibility effort, creation of the Connectivity Plan, and guiding a comprehensive community engagement effort that focuses on reaching the diverse residents of the Riverside and Black Rock neighborhoods. As an Associate Planner on the project, Andrea is currently assisting with the River Rock Connections project, creating mapping and visuals for the draft and final report.

I-81 Viaduct Project, Syracuse, NY: Andrea is an Associate Planner for the I-81 Viaduct Project in Syracuse, NY. Her Responsibilities include creating mapping and visuals for design reports and community outreach/public participation efforts. The viaduct is currently at the end of its useful life and TWM | Fisher is leading the effort to explore alternative concepts, alignments, and urban design strategies for the project area. Strategies include re-establishing the historic street grid, optimizing the creation of redevelopment parcels, and configuring and re-imagining the public realm to result in a revitalized city center and more connected communities. Incorporation of Complete Streets and best practices for sustainability are central to the effort. The project has released the FEIS and is now moving into final design and construction phases.

City of Utica Brownfield Opportunity Area Nomination Study, Utica, NY: The City of Utica is on the cusp of a major shift as the region continues to proactively plan for and attract new investment and development opportunities. The City of Utica was selected for funding to develop a revitalization strategy through the NYS BOA Program. This strategy is intended to increase economic development efforts and enhance quality of life and expand recreational opportunities within the City. Fisher is part of the consultant team guiding the development of a Step 2 BOA which will ultimately lead to a full nomination by the NYSDOS. An analysis of existing assets, opportunities, and challenges will serve as the basis for the identification of strategic redevelopment projects. As an Associate Planner on the project, Andrea is supporting the inventory and planning effort, creating mapping and visuals for the draft and final report.

Michael Oot

Environmental Scientist

M. (315) 481-1395
E: moot@fisherassoc.com

Education

B.S., Forest Ecosystems Science, SUNY College of Environmental Science and Forestry

Years of Experience

10

Certifications

- 40-hour OSHA
- NYSDEC 4 Hour Erosion and Sediment Control Training, 2018
- ISA Certified Arborist, 2013

Areas of Specialization

- Stormwater Permitting Compliance Inspections
- Project Site Monitoring
- Contractor Oversight

Michael Oot is an Environmental Scientist for Fisher Associates and offers a diverse background in project related field experience. He has conducted multiple projects involving permit compliance, SWPPP inspections, invasive species, biological surveys, wetland and watercourse delineations, contractor oversight and environmental monitoring, landscape management.

Mike is an ISA Certified Arborist and holds a NYSDEC Certificate of Erosion & Sediment Control. As a certified arborist, he has been involved in many different facets of vegetation management, biological operations, contractor oversight and work planning in the utility industry. Most recently contracted with New York State Electric and Gas and Rochester Gas and Electric as their gas pipeline forester, Mike was tasked with overseeing the yearly mowing and maintenance of over 500 miles of gas pipeline throughout New York State, including the complete reclamation of 5 miles of right of way for a dormant 50-year-old pipeline in the Plattsburgh area. Contracted throughout various utilities throughout the United States, Mike has been involved with tree marking (Hazard trees, cyclical maintenance), customer relations, crew management, and tree and plant ID.

Project Experience

Biological Technician Experience: In a technician/assistant role, Michael has performed tasks related to bird, bat, and bog turtle surveys. He spent the summer of 2010 carrying out surveys for the subspecies Queen Charlotte goshawk, considered a sensitive subspecies, which also included large mammal and small bird identification in planned forest service timber lots. More recently with Fisher Associates, Mr. Oot has also assisted on or performed bat and bog turtle habitat surveys for renewable energy and powerline construction projects between 2020 and 2022. Projects include:

- Number Three Wind Farm, Lowville, NY
- National Grid Black River-Taylorville

Stormwater Pollution and Prevention Inspections: Mr. Oot is has been an environmental monitor and SWPPP inspector on a variety of different sites in New York State. Mike has performed SPDES SWPPP Inspections and Daily EM&CP reporting to ensure compliance with NYSDPS Certification Ordering Clauses. He has conducted onsite Environmental Training presentations when necessary with contractors and site visitors. Mike coordinated with Contractor, Utility Owner, and agencies following established communications protocols. These projects included tree clearing.

Wetland Delineations, Various Locations in New York State: Michael conducted wetland delineations in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual, the applicable Regional Supplement to the manual, and the 1995 New York State Department of Environmental Conservation (NYSDEC) freshwater wetland delineation manual. He delineated and flagged potentially jurisdictional wetlands, streams, and ditches within the project limits. He recorded stream channel dimensions for permitting purposes. Relevant data was surveyed using a sub-meter accuracy Global Positioning System (GPS) unit and plotted on Delineation Mapping. The final data was exported as ESRI shapefiles in UTM 17 North, NAD 83 and sent to the client upon completion of the fieldwork.

Patrick Macko

Associate Engineer

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pmacko@fisherassoc.com

Education

- B.S., Civil/Environmental Engineering, 2020 Clarkson University

Affiliations

- American Society of Civil Engineers

Areas of Specialization

- Federal-aid procedures
- Pavement evaluation and design
- Roadway reconstruction and rehabilitation
- Roadway safety improvements
- Trail design
- Pedestrian facilities
- Pedestrian safety
- ADA Compliance

Patrick Macko has two years of experience with a wide variety of civil engineering projects that include pavement rehabilitation and pedestrian facilities. He has familiarity with NYSDOT design standards, and NYSDOT report requirements.

Project Experience

Massey Street, Coffeen Street & Court Street Bridge Highway/Bridge Project, Watertown, NY: The City of Watertown has awarded Fisher Associates with the Massey Street, Coffeen Street Reconstruction and Court Street Bridge Rehabilitation Project. This federally funded project includes deck repair, joint replacement, cleaning and sealing of the Court Street Bridge as well as milling and repaving of 0.5 miles of Massey Street between Holcomb Street and the Court Street Bridge and 1.6 miles of Coffeen Street between the western City limit and Massey Street. Patrick calculated highway estimate quantities, coordinated with utility companies, assisted the design engineer, and provided ROW easement mapping for this project.

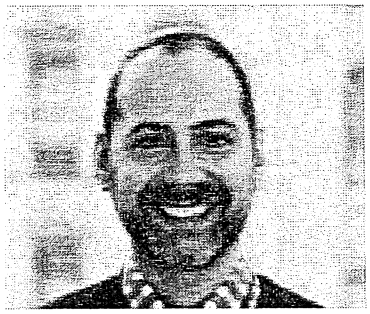
Solar Street Improvement Project, City of Syracuse, NY: This project consisted of milling and resurfacing the existing roadway pavement surface from Hiawatha Boulevard to 700 feet east of Bear Street. Solar Street was milled 3.5" and then received a two-course overlay of 1.5" of top course and 2.0" of binder course. All existing sidewalk that did not meet ADA standards was replaced with new sidewalk. Approximately 2,500 ft. of new sidewalk was constructed along both sides of Solar Street to provide a continuous sidewalk from the Destiny USA Mall to the Inner Harbor. Pedestrian signals will be upgraded or added at all signalized intersection to meet current ADA standards, and new ADA compliant handicap ramps will be constructed. In addition, a rectangular rapid flashing beacon (RRFB) will be considered at a high volume mid-block pedestrian crossing. Patrick calculated highway estimate quantities, coordinated with utility companies, and attended construction progress meetings.

Elmira Road Overlay, City of Ithaca, NY: This project involved the evaluation and rehabilitation treatment selection and design for 1.2 miles of 5 lane roadway within a commercial corridor in the City of Ithaca. Project elements also included the upgrade of two signalized intersections to current design standards. ADA compliance of pedestrian facilities were evaluated as part of the project design to ensure pedestrians were accommodated through the intersections. This evaluation also extended to pedestrian signal indications and push button controls. Spot reconstruction to replace failing pavement sections, spot utility upgrades and curb work was included in the final project design to extend the roadways expected service life. Patrick coordinated with utility companies and performed the bid analysis for this project.

Preventive Maintenance #9 Monroe County, NY: Patrick assisted the Highway Engineer on this project that will provide a smooth driving surface on Long Pond Road from Ridgeway Avenue to Janes Road and the full length of Mitchell Road in the Town of Greece. This project proposes to mill and resurface the top 2" of pavement with base spot pavement repairs made where necessary to extend the service life of the pavement by 15 years. Repairs and improvements will be made to the outdated drainage systems. Pedestrian accessibility will be improved by upgrading curb ramps to current ADA Standards. Work resulting from a change in the pavement surface will include the adjustment of drainage structures and utility valves, replacing traffic signal loops, and refreshing pavement markings. In design, Patrick prepared the design report and assisted with numerous design and drafting tasks. He also prepared the contract bid book and field change drawings for this project.

Michael Beattie, PE, PTOE

Senior Officer – Complete Streets and Multimodal Transportation



Education

MS, Transportation Engineering, University of California, Berkeley

BS, Civil Engineering, Rensselaer Polytechnic Institute

Licenses/Certifications

Professional Engineer: New York, California, Connecticut, Delaware, Florida

Professional Transportation Operations Engineer, Institute of Transportation Engineers

Michael Beattie is a Senior Vice President and Director of the Traffic and Transportation Engineering Department. He is well-versed in the use of Highway Capacity Software, Synchro/SimTraffic, Vissim, and other traffic analysis software and specializes in circulation, microsimulation, traffic calming, and Complete Street study and design. Michael has served in a lead role on a wide range of public- and private-sector transportation studies, managed teams of professionals and subconsultants on complex projects, and participated in public presentations and informational forums.

Relevant Experience

Quaker Ridge Road Complete Street Design

Michael Beattie assisted the City of New Rochelle in preparing and submitting a Transportation Alternatives Program grant application to design and construct Complete Street design elements on Quaker Ridge Road, a 1.5-mile roadway segment with four travel lanes and minimal to substandard bicycle and pedestrian facilities. After the city was awarded a $3.5 million TAP grant, Michael led Synchro and Vissim traffic simulation modeling for traffic, bicycles, and pedestrian improvements along the corridor.

Stratton Road Complete Street Design

Michael Beattie managed the preparation of conceptual Complete Street designs along Stratton Road between New Wilmot Road and Weaver Street in New Rochelle to improve pedestrian circulation and connectivity and calm traffic. He conducted physical inventories of key locations and provided conceptual drawings with descriptions of the proposed improvements.

Grand Concourse Phase IV Reconstruction

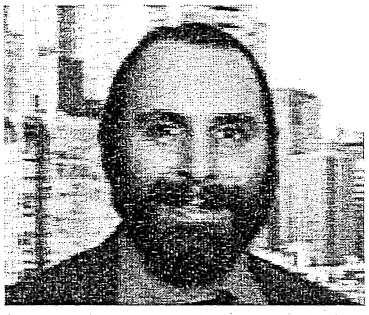
Michael Beattie was traffic technical lead for reconstruction of a segment of the Grand Concourse in the Bronx, a Vision Zero Priority Corridor with long pedestrian crossings, inadequate refuge space, poor median conditions, and other issues. Traffic calming and safety measures include curb extensions; widened and fully reconstructed medians with enhanced landscaping; a buffered raised bicycle lane; stop-controlled slip lanes; raised crosswalks; and updated signal timing.

Route 10 Complete Street Study

Michael Beattie is principal-in-charge for a study of Complete Street alternatives along Route 10 in Hamden, Connecticut, on behalf of the South Central Regional Council of Governments. The project involves evaluating the existing transportation environment – including vehicles, bicycles, pedestrians, and transit – and identifying conceptual design improvements to improve multimodal safety and traffic flow and enhance the pedestrian, bicycle, and transit environment.

Daniel Abatemarco

Senior Officer – Acoustics, Noise, and Vibration



Education

BE, Electrical Engineering, The Cooper Union for the Advancement of Science and Art

Licenses/Certifications

NYCDEP Approved Noise Consultant, New York City Department of Environmental Protection

Daniel Abatemarco is a Senior Vice President overseeing the firm's practice in environmental noise and vibration analysis, control, and mitigation, including construction noise and vibration monitoring. He conducts acoustical measurements, performs testing and modeling, evaluates acoustical projections, and recommends mitigation measures. Dan has extensively used Computer Aided Noise Abatement (CadnaA), the Traffic Noise Model, FTA Noise and Vibration Impact Assessment Manual, and the Roadway Construction Noise Model.

Relevant Experience

Livingston Avenue Bridge

Daniel Abatemarco served as task leader for environmental and construction noise analyses during SEQRA/NEPA environmental review of the Livingston Avenue Bridge replacement over the Hudson River between Albany and Rensselaer. The Federal Railroad Administration issued a Finding of No Significant Impact for replacement of the Livingston Avenue Bridge in 2022.

Genesee Arch Bridge

Daniel Abatemarco led the noise and construction noise sections of the Environmental Impact Statement to evaluate alternatives to rehabilitate or replace the Portageville Bridge spanning the 235-foot-deep Genesee River Gorge in New York's Letchworth State Park. The new bridge opened in 2017.

Governor Mario M. Cuomo Bridge

Daniel Abatemarco helped prepare the noise and construction noise sections of the Environmental Impact Statement for replacement of the Tappan Zee Bridge over the Hudson River under an aggressive schedule, including a noise and vibration measurement program associated with test pile driving and extensive noise level modeling. He also provided guidance and oversight for a construction noise and vibration control plan to be used during construction. The new bridge opened to traffic in 2017.

Bruckner/Sheridan Expressway Interchange

Daniel Abatemarco conducted noise analyses for the preparation of a Design Report/Environmental Impact Statement for the proposed reconstruction of the Bruckner/Sheridan Expressway interchange to eliminate a bottleneck at this location, and to investigate measures to improve access to the Hunts Point peninsula. His responsibilities included measurement of existing noise levels throughout the study area, modeling of mobile source noise for the proposed changes, and analysis of construction period noise effects.

Christopher Calvert, AICP

Senior Officer – Equity and Environmental Justice

Christopher Calvert, a Senior Vice President, directs the firm-wide transportation planning practice. He leads the preparation of environmental reviews pursuant to federal, state, and local guidelines for large, complex projects, including signature transportation projects throughout New York State. His comprehensive understanding of environmental review procedures includes those for Section 4(f) of the U.S. Department of Transportation Act, Section 106 of the National Historic Preservation Act, and Executive Order 12898 for Environmental Justice.

Education

MCP, Land Use and Land Development, Georgia Institute of Technology

BA, Urban Studies, DePaul University

Licenses/Certifications

Certified Planner, American Institute of Certified Planners

Relevant Experience

I-81 Viaduct Project

Chris Calvert led preparation of an Environmental Impact Statement for replacement of the I-81 viaduct through downtown Syracuse. Key environmental considerations included social and economic conditions, historic resources, environmental justice, parklands, traffic, air quality, and noise. He also worked with the engineering team to assess alternatives and to prepare and present materials for client, stakeholder, and public presentations. The Record of Decision was issued in 2022, allowing the Community Grid Alternative to proceed with construction.

U.S. Route 219 Improvements

Chris Calvert is overseeing the firm's environmental planning services to evaluate improvements to U.S. Route 219 through Cattaraugus County between Peters Road in the Town of Ashford and the Southern Tier Expressway (I-86) in the City of Salamanca, including the Cattaraugus Territory of Seneca Nation of Indians. Key analyses included natural resources, architectural and archaeological resources, and Section 4(f) resources for both iterations of the document, with additional Section 106 documentation related to historic and archaeological features.

Genesee Arch Bridge

Chris Calvert co-led the Environmental Impact Statement for a new rail bridge spanning the 235-foot-deep Genesee River Gorge in New York's Letchworth State Park. He authored several sections of the study and provided strategy planning and technical expertise to Norfolk Southern, the New York State Department of Transportation, and the Federal Highway Administration. The complex project included intensive studies of ecological resources, historic resources, parklands, and wild and scenic rivers. The new bridge opened in 2017.

Sheridan Expressway Enhancement

Chris Calvert led the preparation of NEPA/SEQRA analyses and documentation for transformation of the Sheridan Expressway from an interstate highway to a pedestrian-friendly boulevard, which was completed in 2019. Sheridan Boulevard includes three new crosswalks, a new two-way bikeway, and a new pedestrian bridge over the Bronx River.

Kevin Edwards

Senior Technical Director – Air Quality

Education

BE, Chemical Engineering, The Cooper Union for the Advancement of Science and Art

Kevin Edwards is a Senior Technical Director specializing in the evaluation of energy and air quality impacts from stationary and mobile sources. His expertise includes energy and greenhouse gas inventories and analysis, emissions modeling, and screening and detailed dispersion analysis for stationary, mobile, and industrial sources. Kevin is proficient in the use of industry-standard air quality measurement and analysis tools, including ISC-AERMOD, CAL3QHC, MOBILE6, MOVES, NONROAD, CALPUFF, COMPLY, CAP-88, MicroStation, ArcMap GIS, and AutoCAD.

Relevant Experience

I-81 Viaduct Project

Kevin Edwards was responsible for managing the air quality and energy and climate change chapters during environmental review of alternatives to replace the I-81 viaduct through downtown Syracuse. This involved developing strategies to address changing build years, multiple alternatives, and evolving designs with limited information and accelerated timeframes. Kevin also performed the microscale air quality modeling for operational intersections as well as construction activities and prepared the air quality and GHG annual emissions estimates. The Record of Decision was issued in 2022, allowing the Community Grid Alternative to proceed with construction.

Governor Mario M. Cuomo Bridge

Kevin Edwards was responsible for performing the federal air quality conformity determination and refined dispersion analysis for emissions from construction and marine equipment associated with the new Governor Mario M. Cuomo Bridge, which opened to traffic in 2017. This included a multi-year greenhouse gas and criteria air pollutant emissions inventory profile of all construction equipment, including tugboats and other marine engines, marine- and land-based construction engines, transfer operations both on-road to land sites and by barge to the Historic Area Remediation Site, and pollutant dispersion analyses.

Pennsylvania Station Area Civic and Land Use Improvement Project

Kevin Edwards oversaw the greenhouse gas analysis for environmental review of the plan to develop 18 million square feet of commercial space surrounding Penn Station, up to 1,800 apartments, and public realm improvements. His responsibilities included identification of direct and indirect sources of GHG emissions and quantification of these emissions where appropriate information was available. Kevin also prepared an assessment of the project's consistency with New York State's Climate Leadership and Community Protection Act as well as New York City sustainability regulations. The project was approved in 2022.

Jennifer Hogan, CM

Officer

Education

MS, Environmental Studies, Brown University

BS, Agricultural & Biological Engineering, Cornell University

Jennifer Hogan is a Vice President specializing in the preparation of environmental assessments and impact statements in compliance with local, state, and federal regulations, including NEPA and SEQRA requirements. She manages environmental reviews for large transportation and infrastructure projects, including highways, public transportation, and aviation.

Relevant Experience

I-81 Viaduct Project

Jennifer Hogan is Project Manager for the preparation of an Environmental Impact Statement pursuant to NEPA and SEQRA requirements and post-EIS services for replacement of the I-81 viaduct through downtown Syracuse. Key environmental considerations included social and economic conditions, historic resources, environmental justice, parklands, traffic, air quality, and noise. The Record of Decision was issued in 2022, allowing the Community Grid Alternative to proceed with construction.

U.S. Route 219 Improvements

Jennifer Hogan is managing the firm's environmental planning services to evaluate improvements to U.S. Route 219 through Cattaraugus County between Peters Road in the Town of Ashford and the Southern Tier Expressway (I-86) in the City of Salamanca, including the Cattaraugus Territory of Seneca Nation of Indians. The team prepared a Draft Supplemental Environmental Impact Statement for the project in 2021 and upon its review, FHWA concluded the SEIS be converted to a Categorical Exclusion. Key analyses included natural resources, architectural and archaeological resources, and Section 4(f) resources for both iterations of the document, with additional Section 106 documentation related to historic and archaeological features in the vicinity of the project area.

Penn Station South Expansion

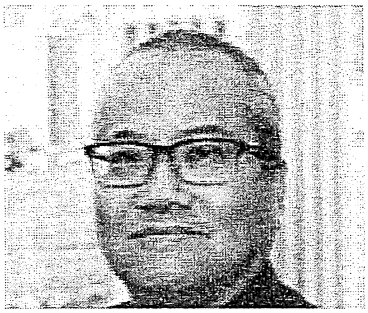
Jennifer Hogan serves as Deputy Project Manager for the preparation of an Environmental Impact Statement pursuant to NEPA requirements for the proposed expansion of Penn Station in Midtown Manhattan, including an alternatives analysis and Section 106 consultation. She works closely with NJ Transit, Amtrak, and the Metropolitan Transportation Authority to develop information needed to conduct comparative evaluations of alternatives and to assess the impacts associated with the construction and operation of the expanded station.

Amherst-Buffalo Corridor Light Rail Extension

Jennifer Hogan is managing the firm's environmental services as part of a consultant team for the Niagara Frontier Transportation Authority's proposed 7-mile, 10-station extension of the existing Metro Rail light rail system. The team is preparing assessments of cultural resources, noise/vibration, and environmental justice.

Jim Lau, RLA

Senior Technical Director – Visual Resources, Parkland, Section 4(f), and Section 6(f)



Education

MUP, Urban Planning, City College of New York

BS, Landscape Architecture, Rutgers University, Cook College

Licenses/Certifications

Registered Landscape Architect: New York

Jim Lau is a Senior Technical Director with extensive experience in the planning, design, and environmental analysis of transportation infrastructure in New York. He previously served as the Design Supervisor of the Landscape Architecture and Environmental Unit at the New York State Department of Transportation, where he reviewed, approved, and documented environmental aspects to comply with SEQRA and NEPA requirements for all state and federal projects. He coordinated and reviewed NYSDOT projects requiring an Environmental Assessment or Environmental Impact Statement and worked through the first One Federal Decision process in NYSDOT.

Relevant Experience

RTS Access Campus Project

Jim Lau is providing environmental services to the Rochester-Genesee Regional Transportation Authority for the proposed Regional Transit Service Access Campus Project, which will consolidate RTS Access and RTS On Demand service onto a single site in Rochester, New York. The project would involve construction of a new bus storage facility with associated office space and parking. Environmental review is being conducted in accordance with SEQRA/NEPA requirements.

Shore Road Bridge over the Hutchinson River

Jim Lau is contributing to the Environmental Impact Statement for rehabilitation or replacement of the Shore Road Bridge, an 865-foot-long bridge that spans the Hutchinson River within Pelham Bay Park in the northeast Bronx. Environmental analyses on behalf of the New York City Department of Transportation are being performed in accordance with the Procedures for Locally Administered Federal Aid Projects and complying with CEQR, SEQRA, and NEPA requirements.

Sheridan Expressway Enhancement

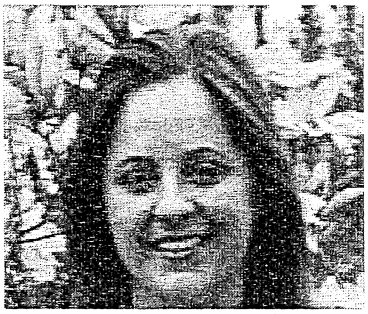
Jim Lau served as NYSDOT's Environmental Design Manager for transformation of the Sheridan Expressway from an interstate highway to a pedestrian-friendly boulevard, which was completed in 2018. NYSDOT managed and progressed the Environmental Impact Statement pursuant to the National Environmental Policy Act.

Hunts Point Access Improvement Project

Jim Lau served as NYSDOT's Environmental Manager prior to joining AKRF for a $1.7 billion project to address the existing non-standard geometric features of the Bruckner/Sheridan Interchange to improve operations and address infrastructure deficiencies on the Bruckner Expressway viaduct and ramps and truss bridge carrying westbound Bruckner Expressway and Bruckner Boulevard over Amtrak.

Ashley Ley, AICP

Officer – Senior Consideration



Education

MUP, New York University

BA, History, University of Michigan

BFA, Graphic Design, University of Michigan

Licenses/Certifications

Certified Planner, American Institute of Certified Planners

Ashley Ley is a Vice President for municipal and land planning with experience preparing environmental reviews under federal and state guidelines for public actions, private development projects, CDBG-Disaster Recovery, and large transportation and infrastructure projects. Her expertise also includes the preparation of special area plans; comprehensive plans; zoning text, map, and code amendments; visual impact assessments; and urban design standards.

Relevant Experience

I-81 Viaduct Project

Ashley Ley led analyses related to potential impacts to land use and socioeconomic conditions during environmental review for replacement of the I-81 viaduct through downtown Syracuse. In response to extensive public comments on potential economic impacts of the project on local businesses, Ashley conducted a robust supplemental economic analysis to address these concerns.

Governor Mario M. Cuomo Bridge

Ashley Ley evaluated impacts related to land use, community character, parkland, and recreational resources during environmental review of the new Governor Mario M. Cuomo Bridge over the Hudson River. She evaluated an expansive study area that included multiple municipalities and counties on either side of the river, and reviewed numerous local and regional plans, including Local Waterfront Revitalization Plan, to assess their compatibility with the project.

Livingston Avenue Bridge

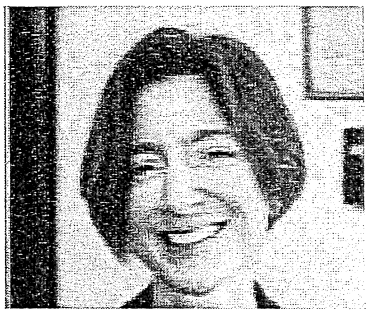
Ashley Ley evaluated impacts related to land use, community character, parkland, and recreational resources for environmental review of the new Livingston Avenue Bridge. The new two-track movable bridge will include a shared-use path serving the local communities on each side of the Hudson River and enhancing the regional trail network. The FRA issued a Finding of No Significant Impact in 2022.

Route 22 Corridor Master Plan

Ashley Ley managed the preparation of a master plan and zoning update for the Route 22 corridor in the Town of Southeast. She led the outreach to stakeholders including community members, business owners, and local officials. The Route 22 Master Plan considered existing development and land uses; changes in economic and demographic conditions; environmental conditions; water and sanitary sewer infrastructure; and traffic and transportation.

Molly McDonald, RPA

Senior Technical Director – Historic Resources



Education

MA, Historic Preservation, Cornell University

MA, Buildings Archaeology, University of York

BA, History, McGill University

Licenses/Certifications

Register of Professional Archaeologists

Molly McDonald is an architectural historian and archaeologist experienced in the survey and documentation of cultural resources, and she has produced numerous cultural resource surveys and National Register nominations in compliance with federal, state, and local regulations. She routinely serves as Principal Investigator for all phases of archaeological investigation, has prepared Historic American Buildings Survey and Historic American Engineering Record documentation, prepared Historic Preservation Plans, and developed interpretive signage for historic sites.

Relevant Experience

I-81 Viaduct Project

Molly McDonald served as cultural resources task manager for the NEPA/SEQRA environmental review of plans to replace the aging I-81 viaduct with a local street network serving Downtown Syracuse and the University Hill neighborhood. She delineated the project's Area of Potential Effect, prepared the project methodology, and consulted with federally recognized tribes and other parties in close coordination with the New York State Historic Preservation Office. She performed extensive architectural resources analyses for the project, prepared Historic Resource Inventory forms, and analyzed the potential for the proposed project alternatives to affect cultural resources.

Livingston Avenue Bridge

Molly McDonald prepared the historic resources analyses for NEPA/SEQRA environmental review of the planned replacement of the Livingston Avenue Bridge crossing the Hudson River between Rensselaer and Albany. The Federal Railroad Administration issued a Finding of No Significant Impact for replacement of the Livingston Avenue Bridge in 2022.

I-690 over Teall Avenue and Beech Street Bridge Replacements

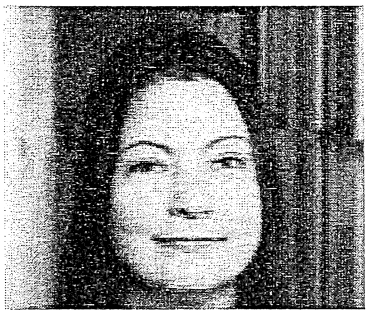
Molly McDonald provided historic resources consulting in accordance with NEPA/SEQRA requirements for the evaluation of alternatives to rehabilitate, reconstruct, or replace a portion of I-690 over Teall Avenue and to consider improvements to the Beech Street Bridge in Syracuse, NY.

Saratoga Race Course Redevelopment

Molly McDonald served as cultural resources task leader during SEQRA environmental review for a planned redevelopment of the historic 337-acre Saratoga Race Course in Saratoga Springs, NY. She prepared a thorough inventory of each building and determined its status as contributing or non-contributing to the Historic District. Molly also served as Principal Investigator for an archaeological Phase 1A Study to analyze the potential for the proposed project to impact archaeological resources within the project site.

Aubrey McMahon

Senior Technical Director – Natural Resources



Education

MS, Environmental Policy, Bard College

BA, Environmental Studies, Pace University

Licenses/Certifications

ISA Certified Arborist, International Society of Arboriculture

Aubrey McMahon is a Senior Technical Director and International Society of Arboriculture Certified Arborist specializing in natural resources issues pertaining to water quality, botany, arboriculture, and wetlands. Her field experience extends from general ecological community site reconnaissance investigations to endangered and threatened species surveys, plant recruitment monitoring, tree assessments, and wetlands delineations in New York. She also works closely with engineers and landscape architects to develop tree protection plans during project design.

Relevant Experience

I-81 Viaduct Project

Aubrey McMahon led the comprehensive assessment of natural resources for a mix of sensitive habitat along a 12-mile highway corridor for replacement of the I-81 viaduct through downtown Syracuse. She led the team that delineated wetlands throughout the corridor and conducted threatened and endangered species surveys at critical habitat locations. She also coordinated the water quality analysis for the project. Aubrey prepared all materials required for consultation with the USFWS, USACE, and NYSDEC. The Record of Decision was issued in 2022, allowing the Community Grid Alternative to proceed with construction.

Genesee Arch Bridge

Aubrey McMahon conducted vegetation reconnaissance surveys and authored portions of the natural resources chapter during environmental review of a new rail bridge spanning the 235-foot-deep Genesee River Gorge in New York's Letchworth State Park. The new bridge opened in 2017.

Governor Mario M. Cuomo Bridge

Aubrey McMahon prepared the ecological communities analyses of the ecology and construction analyses for the new Governor Mario M. Cuomo Bridge, and she delineated wetlands of the project site and prepared the USACE and NYSDEC Joint Permit Application for wetlands located within the study area. For the secondary channel restoration at Gays Point, a mitigation project for the new bridge, Aubrey performed ecological communities surveys to determine the species and ecological communities and worked with the mitigation design team to develop a native plants palate for the restoration plan. The new bridge opened to traffic in 2017.

U.S. Route 219 Improvements

Aubrey McMahon is contributing to the natural resources assessments to evaluate improvements to U.S. Route 219 through Cattaraugus County between Peters Road in the Town of Ashford and the Southern Tier Expressway (I-86) in the City of Salamanca, including the Cattaraugus Territory of Seneca Nation of Indians.

Christopher Mojica, PE, PTOE, RSP1

Senior Technical Director – Traffic Engineering and Transportation Planning

Education

MS, Transportation Engineering, CUNY City College of New York

BS, Civil Engineering, Polytechnic University (now NYU)

Licenses/Certifications

Professional Engineer: Connecticut, New York, Rhode Island

Professional Transportation Operations Engineer, Institute of Transportation Engineers

Road Safety Professional 1, Institute of Transportation Engineers

Christopher Mojica is a Senior Technical Director with extensive transportation planning, traffic engineering, and project management experience. His technical expertise includes various traffic modeling platforms, road safety, traffic signal design, and proficiency with New York engineering and planning procedures. Christopher has overseen and prepared technical analyses, reports, and other deliverables for large transportation and multidisciplinary projects.

Relevant Experience

I-95 Stamford Planning and Environmental Linkages Study

Christopher Mojica served as Assistant Project Manager and Lead Transportation Engineer (prior to joining AKRF) for initial development of a PEL study for I-95 between Exits 7 and 9 in Stamford, CT. The project included developing microsimulation traffic models of I-95 and surrounding roadways; performing environmental resource assessments; developing Project Management and Agency Coordination plans; public outreach; and coordinating with CTDOT and FHWA to complete a risk analysis of planning products and to identify appropriate Coordination Points.

I-684 / I-84 Transportation Corridor Study

Christopher Mojica served as Project Manager and Lead Transportation Engineer (prior to joining AKRF) for a transportation study undertaken for an 11-mile portion of I-684 and a three-mile portion of I-84 in Westchester and Putnam Counties. The "pre" Planning and Environmental Linkages study loosely followed FHWA's PEL process. This project included identifying corridor needs and deficiencies; developing improvement concepts; performing environmental resource assessments; and producing a Findings Report to assist NYSDOT in advancing projects into NEPA.

Route 7 / Route 15 Interchange

Christopher Mojica served as Lead Traffic Engineer and Assistant Project Manager (prior to joining AKRF) for the proposed redesign of the Route 7 and Route 15 Interchange in Norwalk, CT. The redesigned interchange will improve system linkages between Route 7 and Route 15, improve safety, and reduce congestion. He oversaw development of the NEPA/CEPA environmental documentation – including the development of Synchro, HCS, and VISSIM traffic models – and coordination with CTDOT, FHWA, and a Project Advisory Committee to complete two-tiered alternatives screening process of over 30 interchange improvement alternatives.

Long Island Expressway (I-495) Interchange at Crooked Hill Road

Christopher Mojica served as Lead Traffic Engineer (prior to joining AKRF) for the preparation of an FDR / EA for the proposed modification to Exit 53 of the Long Island Expressway in Islip, NY. He oversaw the performance of traffic and safety analyses and led the development of an Access Modification Report for the project.

John Neill

Senior Officer – Economic Considerations

Education

MBA, Yale School of Management

MES, Yale School of Forestry and Environmental Studies

BA, Economics and Public Policy Studies, Duke University

John Neill is a Senior Vice President and director of the firm's economic and real estate advisory services practice. John is an economist who emphasizes a multi-disciplinary approach to analyses, stressing the need to inform work products with a range of considerations including demographics, land uses, neighborhood character, and market trends. He performs market and feasibility studies, prepares economic and fiscal impact analyses, and provides redevelopment and financing strategy to public and private clients.

Relevant Experience

I-81 Viaduct Project

John Neill conducted economic and real estate studies for the Environmental Impact Statement and associated planning and public outreach efforts for replacement of the I-81 viaduct through downtown Syracuse. The $2.25 billion project is intended to enhance livability and foster economic development through reconnected communities on either side of this longtime highway barrier. The Record of Decision was issued in 2022, allowing the Community Grid Alternative to proceed with construction.

Hudson Highlands Fjord Trail

John Neill is managing economic and fiscal assessments for environmental review of a proposed 8-mile shared-use path connecting the Village of Cold Spring in Putnam County to the City of Beacon in Dutchess County, NY, and partially running within or adjacent to Hudson Highlands State Park Preserve. His analysis considers both the potential visitor benefits and municipal costs that would be generated by the project and is being documented in the Generic Environmental Impact Statement.

Geneva Open Space and Connectivity Plan

John Neill was Principal-in-Charge for the firm's technical studies as part of a consultant team working with the City of Geneva in New York's Ontario and Seneca Counties to provide open space and connectivity planning for the North End Brownfield Opportunity Area. This project developed schematic design concepts and open space investment proposals to address the neighborhood's physical fragmentation and isolation by rail lines, lack of greenways, and lack of access to the lakefront, downtown, and regional trails.

Brooklyn-Queens Expressway Value Capture Analysis

John Neill contributed to a value capture analysis on behalf of the New York City Department of Transportation to assess value creation opportunities associated with selling or removing the asset, property taxes from new development, incremental tax revenues in adjacent neighborhoods, and economic development benefits. John managed the risk assessment for the project.

CAMBRIDGE SYSTEMATICS

Nikhil Puri

Travel Demand & Data Analytics Lead

Mr. Puri brings 20 years of experience in managing complex transportation planning, modeling, and data analytics projects. He brings a unique perspective having managed projects addressing regional and corridor- based congestion alleviation, and developing and applying regional travel demand models that rely on Big Data. He manages the New York Metropolitan Transportation Council (NYMTC) Planning On-call and the development of the next-generation travel demand model for NYMTC. His recent focus has been on developing and applying data-driven demand forecasting models, and on finding innovative solutions using Location Based Services (LBS) data to better understand transit demand and equity concerns for vulnerable populations.

Relevant Experience

Orange County, NY, Model Update using Location-Based Services (LBS) Data. Mr. Puri led a model development effort for Orange County Planning Department. As part of this project CS transitioned software platforms, developed a new traffic analysis zone layer and updated the network. The team developed an innovative approach to trip estimation using LBS data, which was also used to validate trip distribution and trip length distribution. As part of this project, CS trained County staff with aspects related to estimation, calibration, validation and model application.

NYBPM 2019 and 2012 Base Year Update. For the New York Metropolitan Transportation Council (NYMTC), CS is leading the 2019 New York Best Practice Model (NYBPM) Update effort, following the 2012 model development effort. Mr. Puri comanaged the project which involves coordinating with several teaming partners, and serves as the technical lead on multiple tasks. This update required model estimation, validation, and update of networks and data. He leads the network update task which involves conflating GTFS feeds and the NHS network with the NYBPM network. In addition, the 2019 Update requires an update to for-hire vehicle treatment. This project requires training of staff from NYMTC and other agencies, and an executive level training of decision makers. NYMTC will be using location-based services (LBS) data for model validation at a trip and tour level.

San Francisco Cross-Bay Transit Feasibility (GRT) Study. For a private entity, CS conducted a Group Rapid Transit feasibility study across the San Francisco Bay. Mr. Puri led the demand analysis using Location Based Services (LBS) data to understand local and regional patterns of travel demand, and estimate market capture for various GRT alignments. This approach enabled our team to estimate high and low rates of market capture and revenue forecasts, and to easily perform sensitivity testing to understand how demand may change under varying future conditions. Transit competitiveness measured by travel time differences was used to assess market shares, an approach that CS has successfully adopted in several large metropolitan regions.

New York Congestion Pricing (NYMTA and NYMTC). For the NYMTA and NYMTC, CS provided an independent analysis of demand and revenue forecasts for congestion pricing alternatives proposed for the Manhattan Central Business District, using the New York best Practice Model (NYBPM). Mr. Puri led the effort, completing the analysis on time and under budget. The analysis included shaping the development of alternatives, running the NYBPM, and interpretation and communication of the results.

The analysis involved a combination of cordon pricing and a per trip surcharge on For Hire Vehicles. It was found that the revenue estimates were within percentage points of a separate tool developed by another entity.

New Jersey Transit Secaucus to Meadowlands Transitway. CS leads the ridership forecasting, scenario development and economic impact tasks. Mr. Puri leads the CS team in the development of a data-driven ridership forecasting tool, using location based services (LBS) data. The project will consider factors such as reduced parking, differences in spatial and temporal distributions varying by event type, and the expansion of service.

North Carolina DOT I-95 Economic Impact Assessment. For the North Carolina Department of Transportation (DOT), Cambridge Systematics led a study to examine the economic impacts of tolling the I-95 corridor in North Carolina. Mr. Puri was the travel demand modeling and traffic analysis task manager for the study. As part of the study, Cambridge Systematics also examined the economic impact of alternative funding options. Mr. Puri's role entailed communicating traffic forecasts and model enhancements to the client and the project team;

For-Hire Vehicle Study, New York City. Mr. Puri led a modeling effort of For-Hire Vehicles (FHV), for the New York City Taxi and Limousine Commission (TLC) and the New York City Department of Transportation (DOT), to study FHV growth and congestion impacts. CS specifically developed a simulation-based model of taxi and For Hire Vehicle (FHV) movements on the entire NYC network in order to estimate taxi/FHV utilizations and wait times. CS used the 2010 New York Best Practice Model (NYBPM, which CS currently is updated under another contract) to generate outputs that feed into other models, such as the Midtown Traffic Model (MTM) or the air quality emissions analysis, or for specific policy scenario testing.

Orange County (NY) On-Call Transit Consulting Services. Mr. Puri manages this on-call for Cambridge Systematics. Under this contract CS performs tasks including operator oversight, developing tools for transit trip planning using Open Trip Planner (OTP), and studying the transit demand at employment centers, with a focus on vulnerable populations, using Location bases Services (LBS) data. The contract spans multiple years and involves multiple teaming partners.

New York City DOT East River HOV Evaluation. For NYCDOT, Mr. Puri managed the East River HOV Evaluation project. The project entailed evaluating high occupancy vehicle (HOV) policies to alleviate traffic congestion as part of the proposed L train closure. As part of this effort, Mr. Puri and his team evaluated HOV policies across East River crossings using the NYBPM, focusing on route diversions, modal shifts and potential changes in destinations

Ohio River Bridges Traffic and Revenue Study. Mr. Puri was the transportation modeling task leader for this Indiana DOT and Indiana Finance Authority study. His team assessed the available models in the region, developed recommendations on how best to adjust the models to improve the quality of forecasts for the study, and developed demand forecasts. He also was involved with the toll and revenue forecasts for the study. In an effort to improve the quality of model forecasts, the team coordinated cell phone and intercept origin-destination surveys, both link-based and of the residents, to gain a better understanding of travel patterns in the Louisville, Kentucky region and to aid in the validation of the model.

Education

MS, Transportation Engineering, Pennsylvania State University, 2004
BE, Transportation Engineering, Bangalore University–India, 1998

Professional Affiliation:

CAMBRIDGE SYSTEMATICS

Mukta Ramola

Data Analytics

Mukta Ramola is a Geographic Information Systems (GIS) Specialist with three years of experience in geospatial and data analysis. She provides onsite GIS support on a variety of transportation planning and modeling efforts at the New York Metropolitan Transportation Council (NYMTC). As a GIS Specialist, Mukta performs data analyses on many large transportation datasets such as traffic volume counts, vehicle class counts, and traffic speeds as well as socioeconomic and demographic datasets from the U.S. Census Bureau.

Relevant Experience

NYMTC (On Site Support). Mukta is involved in maintaining and creating new maps for New York Metropolitan Transportation Council's (MTC) core products such as Regional Transportation Plan (RTP), Transportation Improvement Program (TIP), Congestion Management Process (CMP), Unified Planning Work Program (UPWP) for their use in both internal and public events. She is involved in database management, GIS programming and Visualization of Transportation data for the New York Metropolitan Transportation Council. She has delivered web applications, dashboards, story maps to streamline public viewing of transportation data and to facilitate data sharing between agencies.

- **Database management and GIS programming:** Mukta processes datasets such as NPMRDS, vehicle class volume counts, data from transportation agencies and maintains them to be utilized at New York MTC and other agencies for various planning and modeling purposes. She automates and improves GIS workflows by running VBA scripts in ArcGIS. She processes congestion datasets that are obtained from the Post Processing Software-CMP to produce CMP maps for the planning unit at New York MTC.

- **Visualization of data using maps, tables and charts:** She is responsible for cleaning and analyzing large transportation datasets gathered from various state and local agencies to create visualizations that clearly explain the result of the analysis. She has built a number of public facing visualizations using Tableau, ArcGIS Story maps, Dashboards and Web Apps. Amongst the many visualizations she has created she regularly updates the visualizations of the transportation improvement program, unified planning work program, congestion management projects for the metropolitan planning organizations (MPO) that help with public outreach.

- **Managing and updating the GIS data warehouse for transportation related projects across the MPO:** She is responsible for managing and updating the Transportation Information Gateway that consists of socioeconomic and demographic forecasts, census data, Hub Bound Travel data, amongst others.

- **Modeling Support**: Mukta provides geospatial solutions and data analytics for several model input datasets such as socioeconomic, demographic datasets for the Travel Demand Model Update 2019. She works on gathering Screenline data from various agencies such and New York State Department of Transportation (DOT), New York City DOT. She manipulates several vehicle volume databases for the NYPM model validation.

Orange County West Central Transportation and Land Use Connection Study. For the transit component of the study Mukta conducted analysis of Big Data to support a demand -service gap analysis for the Western Gateway Transit Services in Orange County. She identified gaps in transit services for transit dependent populations for intra- Middletown travel and inter Middletown travel. Another component of the project she was involved with was analysis of potential demand for Active Transportation using Location based data and other geospatial datasets.

Orange County Travel Demand Update. Mukta led the task of creating the traffic analysis zone structure and developing Area Type Definitions for the Orange County Travel Demand Model.

Ulster County Critical Transportation Infrastructure Vulnerability Assessment. Mukta developed a criticality construct to identify the most critical transportation assets in Ulster County. She worked on creating a vulnerability framework for assessing the vulnerability of transportation assets to climate stressors such as Extreme Temperatures and Flooding.

New Hampshire Coastal Flood Risk Tolerance. Mukta worked on developing a criticality construct to identify most critical transportation assets along the New Hampshire Coast. She conducted a vulnerability assessment using Federal Highway Administration's Vulnerability Assessment Scoring Tool tool.

Institute for Children, Poverty and Homelessness. Mukta developed several visually compelling interactive maps through web apps, story maps, dashboards on issues affecting poor and homeless children and their families. She conducted geographic data analysis by collecting, data cleaning and analyzing large administrative data sets. She presented "Using GIS to respond to the Homeless Crisis: Mapping the Intersection of Hunger and Student Homelessness Across America" at the 2019 ESRI conference in San Diego.

Jersey City Planning Commission. As a research intern Mukta conducted research and information gathering to assist in site planning and compliance with municipal land use regulations. She led the task of creating and managing 12,000 spatial geodatabase records as part of Local Update for Census Addresses Operation 2020 for the United States Census Bureau.

Rutgers Department of Human Ecology. As a research intern at the department of Human Ecology Mukta worked on developing a preliminary watershed assessment plan for Ramapo and Hackensack Watersheds in Rockland County. She conducted spatial analysis of land use and land cover, demographics, geological and topographical data for Rockland County.

NJ Future. As a green infrastructure research intern Mukta drafted a white paper document focused on implementing green streets into complete streets initiative across New Jersey municipalities through literature review, stakeholder interviews and presented policy recommendations for the same.

Education

M.S., Master of City and Regional Planning (MCRP), Rutgers, the State University of New Jersey, 2018
B.A., Architecture, Jawaharlal Nehru Architecture and Fine Arts University, 2014

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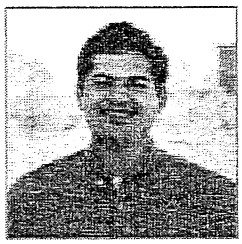

Christian Higgins

Planner

Christian Higgins is a Junior Analyst at Cambridge Systematics, Inc. (CS) with 5 years of experience in freight planning, rail transportation planning, infrastructure planning, and asset management. He has worked on a number of related projects across the United States, including State and Metropolitan Planning Organization (MPO) rail/freight plans. For the Pennsylvania Department of Transportation (DOT) and Vermont Agency of Transportation rail and freight plans, Christian analyzed multi-modal commodity flows and corresponding impacts to the state's infrastructure capacity. Additionally for the Sherman-Denison MPO in Texas, Christian assisted in identifying economic development recommendations designed to best leverage existing freight assets. Christian additionally manages the use of TransAM, CS' asset management software, by Transit Orange operators for the Orange County, NY Department of Planning. Christian has two pieces of research published in the Journal of the Transportation Research Board and Journal of Rail and Rapid Transit related to freight cost modeling and railway infrastructure planning.

Relevant Experience

Pennsylvania DOT State Rail Plan Update. For the Pennsylvania Department of Transportation 2020 State Rail Plan Update, Christian developed a comprehensive inventory of all railroads and key freight assets across Pennsylvania. Christian additionally assisted in the analysis of future freight flows assigned to the statewide rail network.

Vermont Agency of Transportation. For the Vermont Agency of Transportation 2020 State Rail and Freight Plan Updates, Christian conducted commodity flow analyses under multiple scenarios. Christian additionally assed key multi-modal infrastructure needs.

Sherman-Denison Metropolitan Planning Organization. For the Sherman-Denison MPO Freight Mobility Plan, Christian assessed and analyzed the multi-modal freight network of Grayson County, Texas, including the current operations and needs of the local Class I railroads. Christian also assisted in identifying key economic development recommendations, designed to leverage freight-focused opportunities in Grayson County.

Rio Grande Valley Metropolitan Planning Organization. For the Rio Grande MPO Freight Plan Update, Christian assessed and analyzed the multi-modal freight network of Southern Texas, including freight tonnage and flow, and interactions occurring at the United States-Mexico border.

Pipeline and Hazardous Materials Safety Administration. For the Pipeline and Hazardous Materials Safety Administration, Christian conducted a geospatial analysis of the aerosol supply chain from manufacturer to customer. A specific focus was applied at the national scale, examining related interstate truck volume tonnage and key rail corridors, and at the metropolitan scale, using the Chicago area as a case study, in order to examine the supply chain applied to key metropolitan links and intermodal facilities. This work was then integrated into the larger scope of the study which looked at key risk management strategies associated with aerosol transportation.

Education

M.C.R.P., City and Regional Planning, Rutgers University, 2017
B.S., Urban and Regional Studies, Cornell University, 2014

Selected Publications and Papers

Track Geometry Degradation Modeling, Safety and Maintenance Decisions: A Literature Review and Possible Future Research Direction, *Journal of Rail and Rapid Transit. (Abstract)* In a railroad track, the inherent and small geometrical deviations in the position of rails from their ideal design states constitute imperfections that can have a significant impact on the safety and the rate of degradation of the rail system. These deviations are measured by various technologies and further assessed using various algorithms and statistical techniques to quantify the condition of the system. This paper reviews the existing research regarding the collection of track geometry data, analysis of degradation, and the associated safety and maintenance decisions. The knowledge gaps in the existing literature are identified and possible future research directions are suggested. The review can be used as a reference by practitioners and researchers to determine optimal practices for assuring the safety of tracks.

Transportation Cost Modeling of Containerized Soybean Exports in the United States, *Journal of the Transportation Research Board. (Abstract)* Intermodal container transportation is a growing market for soybean exports in the United States. In an effort to understand the optimal strategies for improving the United States' economic competitiveness in this emerging market, this research developed a detailed, multimodal transportation cost analysis model focusing on U.S. soybean container shipments. By using mode-specific transportation network and cost information, the model estimated and compared the "point-to-point" supply chain costs of alternative shipment routes from a domestic production site to a foreign port. For each candidate route, the analysis estimated the transportation time, distance, and cost of each modal segment. This cost analysis model is a building block for a larger research effort that aims to develop strategies to improve freight transportation infrastructure and operations in the context of existing and potential changes in the transportation industry and global market.

CAMBRIDGE SYSTEMATICS

Katherine "Kate" Dannemiller

Analyst

Kate Dannemiller is a Demand Modeler Jr. (Professional) at Cambridge Systematics Inc. (CS) and brings an extensive knowledge in R. She is experienced in regression analyses and data manipulation – in both R and Python. Prior to joining CS, Kate worked as a Research Assistant in Transportation Behavior Analysis studying the impacts of emerging transportation modes on traveler behavior. She remains enthusiastic about transportation research and hopes to one day live in a connected Texas, where Texans need not own a vehicle.

Relevant Experience

Middletown Network Bus Redesign. CS will aid in the redesign of the current Middletown bus network in Orange County, NY. Considering new land development and change brought about over time, CS will develop ridership estimates for the new bus routes based on existing ridership. Kate aided in the accessibility study of the new bus lines, compared to the current system.

Honolulu COA. A For Honolulu's Comprehensive Operations Analysis (COA), as a thorough analysis of existing and future transit services, this project focuses on Honolulu's transit rider travel habits by developing a bus-rail integration plan. Kate developed a multinomial linear regression mode choice model, which determines how riders' demographic and economic attributes contribute to the utility of car, bus, and the new rapid trait system.

BART Link 21 TDLU Modeling. Link21 is a program that will build on the existing BART and Regional Rail systems and include a new passenger rail crossing project (Crossing Project) between Oakland and San Francisco that will serve the busiest and most congested corridor in the Bay Area. The Crossing Project will increase capacity and bring new passenger rail connections and services to the Megaregion. Kate assisted in the data manipulation of skims data and traffic analysis zones (TAZ) data for an employment connectivity and accessibility study.

CORE MPO RFTP Update. In support of the region's multimodal freight network and the people and businesses that rely on it, the Coastal Region Metropolitan Planning Organization (CORE MPO) is conducting an update of its Regional Freight Transportation Plan (RFTP). The study area is the Savannah Metropolitan Statistical Area which comprises of Chatham, Bryan, and Effingham Counties. The purpose of this technical memorandum is to identify the existing multimodal freight assets of the CORE MPO region and assess their performance and conditions. Kate determined the number of trips which pass through each segment identification and assisted in quality assurance/quality control of the OpenStreetMap network.

TRPC Model Update. The Thurston Region Planning Council (TRPC) is the Federally designated MPO for the Olympia urbanized area and is also the state-designated Regional Transportation Planning Organization for Thurston County. TRPC maintains the travel demand model for the region. The latest version of the TRPC model, which Kate will assist in updating, incorporates these characteristics to improve the model from its previous update in 2015.

NCTCOG Denton County Transit Study. North Central Texas Council of Governments (NCTCOG), in coordination with Denton County Transportation Authority and the municipalities of Denton County, is developing a study, which will identify transit options, funding and implementation strategies, governance structure and institutional delivery approach of recommended services or projects, and potential impacts on the community. Kate will develop a ridership regression for the on-demand system using GoZone ridership and LOCUS data.

NFRMPO Model Update. CS is providing the North Front Range MPO (NFRMPO) with a Travel Demand Model which includes additional enhancements to provide the capability to better support MPO and Department of Transportation (DOT) activities. Kate's role is to aggregate two data sources into TAZ's by model employment type, compare them, and investigate TAZ's with major differences.

Teton County Travel Model. The Teton County Travel Model update reflects recent years based on observed changes in the region, especially due to the 2020 COVID-19 pandemic. For this update, it is necessary to collect traffic counts during different seasons. Kate's role constituted of the determination of necessary Winter counts, depending on the location of permanent counts, Summer short duration counts, and areas lacking in counts.

Georgetown Overall Transportation Plan. For the City of Georgetown, the CS team is providing modeling support for the development of the Overall Transportation Plan. The work entails coding additional roadway facilities to add level of detail to the City in the Capital Area's MPO model, updating the 2022 socio-economic and demographic data for the zones within the City boundaries, applying the travel demand model, and calibrating the 2022 volumes to observed 2022 traffic counts. The work may also involve developing a post-processor that adjusts forecast volumes based on the difference between the base year volumes and the base year counts. Within the development of the Overall Transportation Plan, Kate attached daily volume counts to the Capital Area MPO Master Network and will continue efforts in TransCAD.

Ohio DOT Modeling Support: Activity Sim Consortium. In order to unify best practices, reduce development and maintenance costs, CS is collaborating to create an open-source and user-friendly activity-based travel modeling platform. Kate aided in the suggested install process for development, working through conflicts and debugging efforts.

NYBPM 2019 Update. For the New York Metropolitan Transportation Council (NYMTC), CS will develop an activity-based model estimation, known and referred to as the New York Best Practice Model (NYBPM) Base Update. Kate summarized demographic information - households, population, and employment - by subregions consistent with the NYMTC Model Summary Report for 2019 and 2050.

Education

M.S., Transportation Engineering, The University of Texas at Austin, 2021
B.S., Civil Engineering, The University of Texas at Austin, 2020

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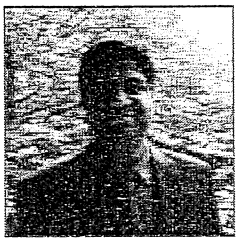

Suseel Indrakanti, AICP

Climate & Resilience Lead

Suseel Indrakanti, AICP, is a Senior Associate at Cambridge Systematics, Inc. (CS) with 16 years of experience in climate risk and resilience assessments, transportation planning, climate mitigation and adaptation. He has experience supporting climate action plans covering both climate change mitigation and adaptation. He led various efforts for mainstreaming climate change considerations into transportation policymaking and enabling agencies plan for achieving transportation sector decarbonization targets. Suseel has extensive experience in conducting climate change vulnerability and risk assessments at various spatial scales in the transportation sector, including the design of tools that support the integration of adaptation planning into broader transportation planning and management processes. He supported several Federal Highway Administration (FHWA) resilience pilots over the years. He is an expert in the development of visualization platforms to help facilitate better understanding of the potential effects of climate change on transport infrastructure. Suseel has experience supporting local, State, national, and international clients in the area of climate resilience in the transport sector and working with interdisciplinary groups of stakeholders.

Relevant Experience

Ulster County Critical Transportation Infrastructure Vulnerability Assessment. For Ulster County Transportation Council, Metropolitan Planning Organization (MPO) for the Kingston, NY region, Suseel as part of a team, is leading the development of criticality determination and vulnerability assessment to define resiliency priorities across the County. He is part of a team evaluating a spectrum of hazard risks across numerous assets, and will prioritize natural hazards. The assessment will identify transportation resiliency strategies and projects to address multiple agency objectives and prioritize a subset of projects for recommendations that address a broad range of issues. Data and findings will be curated into an ArcGIS Hub Site for all planning partners.

North Carolina DOT US 70 Strategic Transportation Corridor Vulnerability Assessment. For North Carolina Department of Transportation (DOT), Suseel is providing technical guidance and advisory support for assessing the vulnerability of multimodal assets to withstand future climate stressors including extreme temperature, riverine flooding and coastal flooding and storm surge along the 180 mile corridor. Suseel led the development of an interactive outreach and feedback application developed in ArcGIS Survey 123 for seeking input from project stakeholders on key elements of vulnerability assessment and also intake of geographic locations of known areas of concern including flooding and other natural hazard damage and disruption to transportation infrastructure. Suseel is supporting the assessment to highlight pavement miles, rail sections and bridge, pipe, port access connections and State-owned facilities susceptible to performance impact from future extreme natural hazards.

New Hampshire DOT Coastal Flood Risk Tolerance. Suseel is managing a project to support New Hampshire DOT prepare for, adapt, withstand, and respond to the impacts of coastal flood risk on roadway assets. The objective is to provide a step-by-step implementation guide to New Hampshire DOT project managers and designers as a constant reference when applying the coastal flood risk tolerance framework Statewide. This effort will support the prioritization of facilities and projects in all phases (i.e., planning, design, construction, maintenance, and operations). The prioritization decisions will be informed and based on well-documented assumptions for the likelihood and consequence of coastal flooding on highway assets.

NCHRP 23-09 Scoping Study to Develop the Basis for a Highway Standard to Conduct an All-Hazards Risk and Resilience Analysis. For the National Cooperative Highway Research Program (NCHRP), Suseel supported a scoping study for the development of a highway standard to conduct risk and resilience analysis. As part of that he led the development of practice review, conduct gap analysis, and facilitate an industry workshop to validate findings and provide a research roadmap for developing a framework for a quantitative all-hazards risk and resilience analysis of transportation assets, with its associated tools, and guidance on its application.

Florida DOT Risk Assessment on SIS Facilities. As part of the Florida DOT's Strategic Intermodal System (SIS) Resilience Assessment, Suseel is currently supporting the identification of critical infrastructure and analyzing network risks and vulnerabilities. The intended outcome is to lay the groundwork for pre-disaster mitigation planning as it relates to all SIS facilities, including retrofitting, adapting or diversifying infrastructure to promote resilience; pre-disaster emergency response planning and emergency response operations immediately following a natural or manmade disaster; and longer-term restoration of affected infrastructure. Suseel is helping incorporate findings into existing tools and processes for the SIS section of the Systems Planning Office.

NCHRP 20-127 Business Case and Communications Strategies for State DOT Resilience Efforts. For NCHRP 20-127 Suseel serves as the Principal Investigator of a multidisciplinary team to develop resources for State DOTs and other transportation organizations to help them explain the value of investing in resilience. He leads a team providing tools for State DOTs to build the business case for investing in resilience strategies and develop communication strategies to make the public and stakeholders aware of the importance of resilience as part of the State DOT's overall mission while considering the diversity of resiliency issues among State DOTs and agencies. The team will develop business case and resilience communications plan "tools in-a-box" as part of this ongoing project.

Resilient Tampa Bay: Transportation Pilot Program Project. For Hillsborough County Metropolitan Planning Organization (FL), Suseel supported the MPO collaborations of Pinellas and Pasco, Tampa Bay Regional Planning Council, and the Florida DOT District 7, in implementing a FHWA Resilience and Durability to Extreme Weather grant. He provided expert advice for conducting a vulnerability and risk assessment by reviewing projected climate change scenario events for analysis, evaluating potential adaptation strategies, and assisting in the integration into the MPO's 2045 Transportation Plan Update.

Maryland DOT Office of Planning and Capital Programming. Suseel is involved in a range of tasks under the On-Call support including managing the development of technical and policy information and analysis in support of Maryland DOT's 2020 Greenhouse Gas Reduction Act (GGRA) Plan update, and the agency's Data Governance implementation plan. Suseel manages technical analysis to estimate transport sector emissions and analyzing Maryland DOT's programs and initiatives for their impact on reducing greenhouse gas emissions to reach the GGRA Statewide goal 40 percent reduction in emissions by 2030. He manages various activities including technical analysis of potential reductions due to Maryland DOT's Consolidated Transportation Program, developed a cost effectiveness estimate for different investment strategies, and developed multiple public reports on Maryland DOT's process, goals, and strategic direction as it applies to climate change. He leads the development of the State Agency Report that Maryland DOT submits to the Governor's office as required by the Maryland Climate Change Commission covering agency progress on climate mitigation and resilience.

Education

M.S., Civil Engineering, Boise State University, 2006
B.E., Civil Engineering, S.R.K.R. Engineering College, Andhra University, India, 2002

Professional Affiliations

American Institute of Certified Planners (AICP), Certified Planner

CAMBRIDGE SYSTEMATICS

Christopher R. Lamm

Freight Lead

Christopher Lamm is a Principal of Cambridge Systematics with 16 years of experience in multi-state, Statewide, and urban freight and rail planning. Christopher has led the development of regional and state freight plans and studies in urban and rural states and regions. He has assisted economic development organizations with identifying transportation investments, public policy, and other strategies to promote industry retention and economic development. Christopher has worked with public and private stakeholders to gather data and analyze supply chain performance across multiple modes and geographies, identify and analyze alternatives to shift freight from truck to rail or water, and to evaluate development opportunities.

Relevant Experience

NYMTC Regional Freight Plan. Christopher served as Project Manager for this New York Metropolitan Transportation Council (NYMTC) effort. He led a needs assessment that evaluated commodity flow data and forecasts, truck-involved crash severity and cause data, land use and business establishment location data showing key clusters of freight-generating facilities, floodplain and projected sea level rise data in relationship to freight facilities, public policy at all levels of government that affect goods movement, and community and environmental effects of freight-produced emissions and other impacts. He and his team evaluated potential improvements and solutions to address needs; developed regional freight performance measures; and drafted an implementation plan focused on interagency collaboration, data management and sharing, and advancing improvements and solutions through the planning and project development processes.

NYCEDC FreightNYC. Christopher served as Technical Leader in a study of key freight transportation trends, issues, and potential solutions that could be implemented by the New York City Economic Development Corporation (NYCEDC) and/or city agencies. He managed freight demand analysis and evaluation of environmental, economic, and transportation effects of alternatives studied. The alternatives aimed to shift freight from truck to rail or water modes, promote job growth and retention in manufacturing and distribution sectors, and avoid or reduce community impacts associated with freight.

NJTPA Freight Rail Grade Crossing Assessment Study Update. For the North Jersey Transportation Planning Authority (NJTPA) Christopher is serving as Project Manager in an assessment of 65 at-grade rail crossings in northern New Jersey. The study is documenting the current conditions and operations at the crossings, scoring and prioritizing the grade crossings in terms of need, and to developing recommendations for addressing issues at the top 10 grade crossings. Areas of focus include safety, physical and operational issues, and equity and community impact issues.

NJTPA 2050 Freight Industry Level Forecasts Study. For the North Jersey Transportation Planning Authority (NJTPA), Christopher served as Project Manager in this effort to improve the Metropolitan Planning Organization's freight data analysis tools, and to apply those tools to gain an enhanced understanding of the effect economic trends, regulatory initiatives, infrastructure investment, and other factors on shaping freight demand in the region. Christopher led a market research and travel demand modeling task to estimate and forecast the volume of e-commerce delivery vehicle trips in the region, develop an origin-destination matrix, and assign delivery vehicle trips to the regional travel demand model network. In addition, Christopher supervised extensive research on the composition, direction of travel, modes used, and key origins, destinations, and handling centers of 12 key commodity groups, and incorporated that information into the freight forecasting tool. The study produced a series of county-level freight profile summary documents and profile summary documents describing the logistics patterns,

volume, critical freight infrastructure, and businesses that depend upon the movement of each of the 12 key commodity groups. These profile documents are effective tools for educating elected officials, economic development and transportation stakeholders, and the public at large.

NYMTC Clean Freight Corridors Regional Planning Study. For the New York NYMTC, Christopher served as Project Manager for this effort. The study's objectives were to assess alternative fuel infrastructure and corridor designations, estimate fleet adoption of alternative fuel vehicles in various scenarios, estimate current and future freight demand and needs, and to recommend corridors for designation as Regional Clean Freight Corridors. Christopher led CS staff and subconsultants at CALSTART to develop the technical analysis and recommendations of the study. Christopher also worked with subconsultants at Arch Street Communications to engage the Technical Advisory Committee and to deliver a Stakeholder Workshop that engaged an array of stakeholder types and gathered input on the study's preliminary findings and recommendations.

Texas Freight Forecasting and Scenario Planning Tool. For the Texas Department of Transportation (DOT), Christopher led a task that produced the Freight Forecasting and Scenario Planning (FFSP) tool. The tool processes commodity flow data and economic forecasts to generate alternative commodity flow forecasts for customizable geographic, economic, and "disruptor trend" scenarios that users have the options to select or adjust. The tool is a series of linked databases, using an user interface and programming language in "R" to manage and process the data. The tool's outputs include commodity flow summary tables and charts, and an interactive map showing the results of the user's selections.

National Cooperative Highway Research Program Project 08-134: Integrating Freight Movement into 21st Century Communities' Land Use, Design, and Transportation Systems. Christopher is currently serving as Principal Investigator in the development of a toolkit that will help planners at all levels of government understand and communicate key issues associated with freight movement, last-mile deliveries, and community design and planning. The toolkit will contain guidance documents, an interactive selection tool that helps users identify strategies applicable to user-selected contexts and issues, and references to available data and other resources.

Freight Fluidity Program. For The Eastern Transportation Coalition and Federal Highway Administration, Christopher worked with U.S. DOT and several State and regional agencies to develop a Freight Fluidity Program, which monitors the performance of nationally significant freight supply chains across three measures—travel time, travel time reliability, and transportation cost; and across three surface modes—truck, rail, and water. He engaged supply chain managers and data vendors to gather data on a quarterly basis over the course of one year in order to observe performance of several supply chains over the course of the year. He worked with the study's participants to develop guidance for maintaining an ongoing monitoring program.

Vermont State Rail Plan and Vermont Freight Plan Updates. For the Vermont Agency of Transportation (VTrans), Christopher is currently serving as consultant Project Manager in the development of an update to the Vermont State Rail Plan and the multimodal Vermont Freight Plan. Both plan updates will allow the State of Vermont to access formula funds for freight and to pursue grant funding opportunities for rail projects. Christopher and his team are analyzing existing conditions, trends and forecasts, identifying needs, and evaluating potential alternatives. This research and analysis, combined with robust stakeholder and public outreach activities, will support the development of the updated plans.

Education

M.C.R.P., City and Regional Planning, Rutgers University, 2006
B.A., History, James Madison University, 2004

Public Engagement / Communications

- Development Associate for the Salvation Army of Rochester New York, responsible for maintaining and managing donor database, managing and supporting relationships with donors and conducting outreach (2021-2023).
- Community Relations Coordinator responsible for communicating Monroe County's mission, goals, and objectives (2020-2021).
- Coordinate outreach activities for Monroe County through online media, press releases and develop other communciations related to County activities (2020-2021).
- Responsible for Monroe County constituent correspondence, including responding to communciations on behalf of the County Executive (2020-2021).
- Assist with crisis communications for Monroe County Executive and administration for preparation drills and disaster response (2020-2021).
- Member Service Representative for MetroCenter YMCA responsible for providing service to members, guests and program participants (2019-2021).
- Responsible for promoting memberships and programs, and responding to member needs at the MetroCenter YMCA (2019-2021).
- Responsible for managing questionnaires, communication and conducting outreach to constituents for a local political campaign (2018).

Research & Analysis

- Responsible for monitoring donor trends for the Salvation Army Rochester Area Services using Salesforce CRM (2021-2023).
- Conduct research in support of the Monroe County Executive to address constituent questions and issues as they arise (2020-2021).
- Conducted opposition research, analyzed speeches, and developed political strategies associated with local political campaign (2018).

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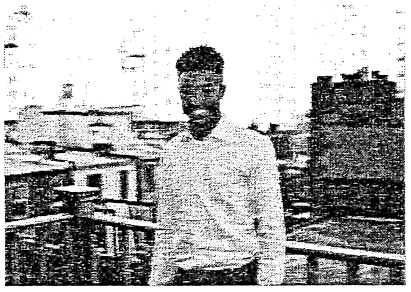

Mike Henry
Community Outreach Associate

Address 820 S Clinton Avenue, #3
Rochester, NY 14620
Email mike@highland-planning.com
Website www.highland-planning.com

EDUCATION

- Bachelor of Political Science & Economics, St. John Fisher College, 2019

SKILLS

- Communication
- Database Management
- Customer Service
- CRM software
- Event Coordination

EXPERIENCE

Public Outreach

- Leading public engagement and communications for Buffalo Region Central planning process (2021-2022)
- Leading stakeholder and public engagement efforts for the City of Waco's Strategic Housing Plan (2021)
- Overseeing public engagement efforts for the Town of Hamburg, NY Comprehensive Plan process (2021)
- Spearheading stakeholder and public engagement efforts for the City of Rochester's REDI grants to prevent flooding on the shore of Lake Ontario (2021)
- Leading public engagement efforts for City of Buffalo Middle Main Street redevelopment project (2021-2022)
- Leading stakeholder engagement efforts and media outreach for USA Niagara's Niagara Falls Downtown Development Strategy (2021)
- Developing and implementing a public engagement process for the New York State Transportation Plan (2021-2022)
- Led public engagement efforts for the Town of Bethlehem, NY Comprehensive Plan Update process (2020-2021)
- Led stakeholder and public engagement efforts for North Carolina Analysis of Impediments to Fair Housing Choice (2020)
- Developed and managed the public engagement strategy for Slow Streets Buffalo (2020-2022)
- Managed public outreach efforts for three New York State DRI Round 5 processes (Rochester, Buffalo, and Newark) (2022)
- Supported public outreach efforts for New York State DRI Round 5 processes in Tupper Lake, Massena, Endicott, and Tannersville (2022)
- Supported City of Geneva in administration of Downtown Revitalization Initiative grants (2022)
- Led public outreach efforts to engage women at risk for housing insecurity for the City of Rochester's Housing Trust Fund study (2021)
- Managed public outreach efforts for the Rochester Public Market Master Plan (2021-2022)
- Managed public outreach efforts for the Niagara Falls Housing Agency's engagement of residents of the Jordan Gardens housing complex (2021)
- Supported stakeholder advisory groups for a traffic study related to the Syracuse Dome (2021-2022)
- Serving as lead facilitator for the West Valley Demonstration Project Citizen Task Force (2022)
- Conducted in-depth phone interviews with businesses and workforce development agencies in New York's Finger Lakes, North Country, Mohawk Valley, and Capital District regions in support of a workforce development strategy for Empire State Development (2022)

Public Communications

- Oversaw communications efforts for Pennsylvania Department of Environmental Protection's Brownfield Redevelopment Program
- Leading marketing efforts for Highland Planning's Instant Input engagement tool
- Managed several B2B outreach campaigns for US EPA's Energy Star program
- Managed outreach campaigns for US DOE related to energy efficiency and hazardous waste
- Managed social media, website, event support, and collateral development for Greater Rochester Parent Leadership Training Institute
- Provided event support and curriculum editing for National Parent Leadership Training Institute
- Provided communications support including writing, event support, public relations, and database management for The Children's Agenda
- Provided communications support for NYSERDA Small Commercial Lighting Program
- Developed communications strategy and implementation for NYSDOT's Clean Air NY Program, including social media, event support, collateral development, advertising, sponsorships, budget and staff management, and evaluation

HIGHLAND PLANNING

Nancy Raca

Director of Engagement

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Website www.highland-planning.com

EDUCATION

- Bachelor of Science in Foreign Service, International Politics, Georgetown University (1989)
- Master of Arts, Public Communications, American University (1996)
- Master of Divinity, Colgate Rochester Crozer Divinity School (2015)
- Institute for Professional Excellence in Coaching (2019)

CERTIFICATIONS

- Certified Professional Coach
- Trained in Synectics Facilitation Method
- Trained in Foundations of Public Participation, International Association of Public Participation (IAP2)

SKILLS

Marketing Communications

- Branding
- Message Development
- Planning and Budgeting
- Social Media
- Media Relations
- Meeting Facilitation

Lu Engineers
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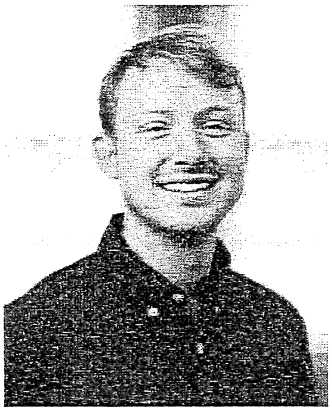
PAUL VALENTE, PE
Design Engineer

PROFESSIONAL EXPERIENCE



EDUCATION
Bachelor of Science
Civil Engineering
University at Buffalo

CERTIFICATIONS
NYS PE# 106040

PROFESSIONAL ASSOCIATIONS
American Society of Civil Engineers
Habitat for Humanity

Mr. Valente joined the Transportation Group at Lu Engineers in 2019, following graduation from SUNY Buffalo where he earned a B.S. in Civil Engineering. He has worked on multiple assignments for NYS Department of Transportation (NYSDOT), Monroe County Department of Transportation (MCDOT), New York State Thruway Authority (NYSTA), and the City of Rochester (COR). His responsibilities have included work as a Design Engineer on multiple access road improvements; serving as a Transportation Engineer for multiple rehabilitation and resurfacing projects; construction inspection of multi-million dollar Locally Administered Federal Aid (LAFA) projects to ensure conformance to plans and specifications; assisting with inspection of more than 100 local and State-owned bridges for NYSDOT and NYSTA; hydraulic evaluations of existing and proposed culvert systems; traffic data collection, assessment and analyses; and drafting and review of plans and preparation of engineer's estimates for bidding. He is skilled in AutoCAD Design and Drafting, Adobe Illustrator Concept Plans, Reviewing Design Plans, Synchro Modeling, Vissim Modeling, JAMAR Counting Boards, PetraPro Data Analysis and Sidra Roundabout Analysis. His traffic count and assessment experience also allowed him to gain proficiency with both Synchro 10 and HCM 2016.

Inner Loop North Transformation Planning Study, City of Rochester, NY
The planning team was charged with developing and accessing six alternative concepts to best fit the modern urban center with today's emphasis on walkable communities and pedestrian accommodation. The proposed project examines this facility in the context in its current configuration, the Inner Loop divides the Downtown core from the community to the north, discourages pedestrian movements, and disrupts the street grid east of the river. The Inner Loop has long been a facility fostering fast movement of motor vehicles into and out of the City center. As a subconsultant, Mr. Valente completed the traffic data collection efforts along with the condition assessment of the Inner Loop existing facilities.

2022 Milling and Resurfacing Project, City of Rochester, NY
Working in a subconsultant role, Mr. Valente completed the Crash Analysis/Safety Screening Report and Curb Ramp ADA Assessment Technical Memorandum on this locally funded milling and resurfacing project consisting of four street segments located in the City of Rochester as follows: Chestnut St. from E. Broad St. to E. Main St., East Avenue from E. Main St. to Alexander St., N. Goodman St. from Peck St. to Bay St., and N. Goodman St. from Clifford St. to the City Line. Street improvements will include pavement milling and resurfacing, spot curb replacement, spot sidewalk replacement, curb ramps, adjustment/replacement of valve box frames and covers, storm/sewer manhole frames and covers, catch basin frames and grates and the installation of new bump-outs and a new crosswalk at select locations. The project will also include the evaluation of multi lane conversions, parking changes and the addition of bicycle lanes along select segments of Chestnut St. and East Ave.

Weaver Street Rehabilitation Project, City of Rochester, New York
Mr. Valente served as Transportation Engineer for this locally funded rehabilitation project that follows the City's Complete Streets policy inclusive of the evaluation of bicycle needs and introduction of traffic calming measures. The rehabilitation includes milling and resurfacing the pavement, providing as needed spot repairs, replacing all curbs with new granite curbs, reconstruction of driveway aprons, and improving handicap accessibility by upgrading sidewalk ramps to be ADA compliant. The project will also replace sidewalks as needed, provide for improved drainage, evaluate street lighting improvement options, and upgrade signage and pavement markings throughout the project limits. Mr. Valente also completed engineering tasks for the preliminary design of this project.

Preventive Maintenance Northwest Group 12, City of Rochester, NY
Acting as Junior Engineer on this Federal Aid Preventive Maintenance project, Mr. Valente completed all existing curb ramp, sidewalk, and curb evaluations for current requirements on the entire job. He then designed all curb ramps that needed to be upgraded to conform with current ADA standards. He completed traffic counts at four signalized intersections within the project limits and completed a traffic assessment based upon the traffic counts gathered at the four signalized intersections using Synchro 10 and HCM 2016.

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PAULA M. BORKOWSKI
CADD Technician/Graphic Designer

PROFESSIONAL EXPERIENCE

EDUCATION
B.F.A., SUNY Buffalo

CERTIFICATIONS
Certified Associate, AutoCADD
Certified Graphic Designer, Adobe

TRAINING
AutoCADD 2021
AutoCADD Civil 3D
Microstation V8i – Select Series 3
Microstation In Roads Survey
Adobe Design Standard
NICET Level II, Highway Design Certified
EagleView Pictometry

TECHNICAL EXPERTISE
Graphics Design & Layout
CADD Programs (AutoCADD and Microstation)
Surveying / Mapping to CADD

Ms. Borkowski is a skilled CADD/Graphic Designer with over 25 years of experience. Her work has included design support for preliminary and final CADD drawings in civil, structural and inspection engineering, creation of schematic design drawings, asbestos location diagrams, wastewater site layout and "As-Built" contract drawings. She has worked on projects for local, state and federal clients in multiple market sectors including the City of Rochester, the New York State Department of Transportation (NYSDOT), New York State Thruway Authority (NYSTA), Niagara Frontier Transportation Authority (NFTA), Pennsylvania Department of Transportation (PENN DOT), United States Army Corp of Engineers (USACE), and the Air Force Research Laboratory (AFRL). In addition to her expertise in AutoCADD and Microstation, she is skilled in several other graphic programs.

City of Norwich, DRI Strategic Investment Plan, Norwich, NY (7/2022-Ongoing)
Lu Engineers is providing engineering services for multiple capital projects as part of this investment plan intended to transform downtown Norwich, NY, and provide a vibrant, safe, and welcoming environment for both locals and visitors. All planned projects must meet stringent requirements for DRI funding. Ms. Borkowski continues to provide design support for this project on an as-needed basis. As part of her work, she prepared a proposed plan and section completed in both Adobe Illustrator and AutoCADD, intended to emphasize the beautiful, aesthetic nature of this future pedestrian-friendly design.

City of Little Falls, DRI Strategic Investment Plan, City of Little Falls, NY (4/2022-5/2022)
Lu Engineers was retained to provide engineering services for several planned capital projects as part of this comprehensive investment plan to transform the City of Little Falls. All projects must meet stringent requirements for DRI funding. Ms. Borkowski provided design support including proposed alternative drawings depicting ADA ramps to pedestrian bridges extending across railroad property and connecting Rte. 5 to the intersection of Elizabeth St. and Canal Pl.

City of Geneva, Doran Avenue Pedestrian Bridge, City of Geneva, NY (11/2021-7/2022)
Lu Engineers assisted with design calculations and drawings for this privately-funded, 47' single span, pedestrian bridge crossing over Doran Ave., connecting the rail to trail for the City of Geneva. Ms. Borkowski provided design support and completed a full set of structural pedestrian bridge plans, including plan and elevation details and work zone traffic control.

Preventive Maintenance Northwest Group 12, City of Rochester, NY (11/2021-5/2022)
Lu Engineers was responsible for overseeing the design effort for all aspects of this preventive maintenance project involving milling and resurfacing of the existing pavement for several city streets. The project goal was to extend the service life of these streets by replacing the existing wearing surface, in order to prevent the condition of the roadway from declining beyond the point at which preventative maintenance treatments can be applied in the future. Work included as-needed spot repairs to the pavement, curbing, sidewalk and drainage structures, and replacement of sidewalk curb ramps that did not meet current ADA standards. This project also addressed bicyclists' needs in accordance with the City's "Complete Streets" policy, including installation of bike lanes where existing roadway space was available. Pavement markings were restored and signs replaced, where needed, to meet current standards. Ms. Borkowski provided design support on accident analysis diagrams and plans in Microstation.

City of Geneva, North End BOA Connectivity Study, City of Geneva, NY (8/2021-8/2022)
Lu Engineers continues to provide professional services on this project to assess feasibility and develop schematic designs for a range of streetscape and open space initiatives intended to improve neighborhood connectivity for the City. Designs are aimed at reducing East Lakeview's severe segmentation and isolation from downtown and the waterfront due to the lack of connectivity between the railroad and highway. As part of the project work, Ms. Borkowski has provided design support services and has completed four (4) alternatives showcasing different pedestrian-friendly designs such as cycle-paths, pedestrian walks, and bike paths lending access to Seneca Lake State Park. Also included are ADA ramps/bridges extending across railroad property connecting Pre Emption St. to Park Rd. Project work was completed in AutoCADD and Adobe Illustrator.

Weaver Street Rehabilitation Project, City of Rochester, NY (12/2020-5/2021)
Ms. Borkowski provided design support on plans, parking and accident analysis diagrams and figures in Microstation for this locally funded rehabilitation project that aligned with the City's "Complete Streets" policy. The project included evaluation of bicyclists' needs and introduction of traffic calming measures. Rehabilitation included milling and resurfacing the pavement, providing spot repairs, replacing all curbs with new granite curbs, reconstruction of driveway aprons, and improving handicap accessibility by upgrading sidewalk ramps to be ADA compliant. The project also replaced sidewalks, provided for improved drainage, evaluated street lighting improvement options, and upgraded signage and pavement markings.

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RAMSEY E. KAHI, PE

Quality Assurance/Quality Control Engineer, Sr. Associate

EDUCATION
SUNY at Buffalo:
B.S. Civil Engineering;
M.S. Geo-technical Engineering

PROFESSIONAL LICENSE
NYS Professional Engineer
067873

TECHNICAL EXPERTISE
Civil/Structural
Project Management
Transportation

PROFESSIONAL EXPERIENCE

Mr. Kahi has over 30 years of engineering experience with the New York State Department of Transportation (NYSDOT). His previous title was Regional Planning and Program Manager in the Buffalo Region and he recently joined the Transportation Group at Lu Engineers in the role of Senior Associate. At NYSDOT, his responsibilities included managing the development of over $150M of regional capital program of projects, review and approval of design and environmental documents that led to design approval, and bidding documents. He has extensive knowledge of the management of federally funded locally sponsored projects and is highly accomplished in planning, program and project management, project scoping, budgeting and scheduling. In his earlier NYSDOT assignment as a Project Manager/Senior Design Engineer, he developed Plans, Specifications and Estimates for numerous bridge projects. He is a highly organized professional with strong communication skills.

Most recent assignments at Lu Engineers, Project Manager, 2020-Present

- City of Geneva BOA Connectivity Study: Developed conceptual crossings plans to 5&20 and the railroad, feasibility analysis of the rail to trail and traffic calming estimates.
- City of Little Falls and City of Norwich: Provide the prime consultant conceptual plans and estimates to eight (8) different projects to apply for grants.
- Project management of Construction Inspection contracts.
- Provide QA/QC on infrastructure projects.

NYSDOT Region 5, Regional Planning and Program Manager, 2010-2020

- Develop, manage, and monitor the Region's capital program of projects
- Provide oversight for State and Federal programs of local municipalities
- Manage federally funded locally sponsored projects and their consultants
- Review and approve design and environmental documents leading to design approval
- Provide NEPA Categorical Exclusion determination for all local projects in the Region
- Coordinate and liaise with the Region's Metropolitan Planning Organization (MPO)
- Lead in the development of the Capital Program of projects for the state and local programs
- Coordinate with rural counties planning organizations and municipalities
- Lead and advise local municipalities on asset management and project priorities
- Oversee and manage project managers to keep projects on schedule and within budget
- Responsible for scoping, developing, budgeting, and coordinating of the Region's program
- Manage the development of over $150M regional capital program
- Manage the SEQRA review process for projects submitted by developers
- Liaise at the County Emergency Operation Center during Incident Command Activation
- Develop an inventory and inspection program for infrastructure assets
- Develop management plans to maintain the assets in a state of good repair

NYSDOT Lockport, Resident Engineer for Niagara County, 2003-2010

- Develop an inventory and inspection program for infrastructure assets
- Manage the operation of the Niagara County Residency including 80 staff, 2 facilities, 1000-lane miles of highway, 150 bridges, 175 large culverts, and 22 plow trucks.
- Supervise "Snow and Ice" operations.
- Supervise "Summer Work" plans including facilities, pavement and roadside assets.
- Develop teams work plans and paving plans.
- Supervise contractors on maintenance contracts, procurement of materials and equipment.
- Manage the Lewiston facility reconstruction.
- Develop maintenance and protection of traffic using in-house resources.

NYSDOT Albany/Buffalo, Project Manager/Senior Bridge Design Engineer, 1987-2003

- Manage engineering staff to develop plans, specifications, and estimates (PS&E)
- Proficient in AASHTO Standard Specification for Highway Structures, AASHTO Geometric Policy for Highways and Streets, NYS Standard Specification, ACI & AISC.
- Provide guidance to construction & maintenance staff during construction.
- Develop preliminary and final design reports for highway and culvert projects.
- Develop complete PS&E for highway projects and culvert replacements.
- Develop complete bridge replacements and rehabilitation projects.

Ann Morton, Ph.D., RPA

Owner and Principal

EDUCATION

- Ph.D. Archaeology, University of Edinburgh, Scotland, UK, 1990
- BA Anthropology, Drew University, Madison, NJ, 1981

PROFESSIONAL CERTIFICATIONS

- Register of Professional Archaeologists (RPA)
- NYS Women Business Enterprise (WBE)

AFFILIATIONS

- New York Archaeological Council, Officer
- New York State Archaeological Association, State Officer
- Adjunct Lecturer, Anthropology, Finger Lakes Community College, (2000 - Present)

Owner and principal investigator Ann Morton established Morton Archaeological Research Services (MARS) in 1996, is a full-service Cultural Resource Management firm. Ann Morton has over thirty years experience in archaeological investigations for local, State and Federal regulatory compliance, and in the excavation, documentation and evaluation of precontact and historic period Native and colonial archaeological sites.

Morton is an adjunct lecturer at Finger Lakes Community College in Canandaigua, New York, and has been teaching physical anthropology, cultural anthropology and archaeology to undergraduates every semester since 2000. She is active in promoting and preserving the archaeology of New York State and is an officer of the New York Archaeological Council and the New York State Archaeological Association.

Experience

Rome Waterfront Village Public Infrastructure Planning, Design & Permitting, City of Rome, Oneida County, New York for the City of Rome, (2018) Archaeological Consultant. Developed the historical background for the City of Rome including the potential to re-water a segment of the Original Erie Canal

West Dominick Street Art Plaza, City of Rome, Oneida County (2018) Archaeological Consultant. Provided the historical research and helped to develop an innovative "art walk" to showcase the Oneida "Great Carry" as part of a NYSEFC GIGP (Green Innovation Grant Program) for the City of Rome.

City of Utica, Proposed Sewer Separation, CSO Control Project A8.1 and A3B, A9.2 Utica, New York (2018) Archaeological ConsultantMulti-phase sewer and storm sewer separation project in Utica, New York. Role: archaeological monitor during construction for evidence of archaeological features. Involved Agencies NYSOPRHP, NYSDOT, NYSDEC, Oneida Nation THPO

T.R. Proctor Park, Multi-Use Field, Stormwater Pollution Prevention Plans, Archaeological Consultant. City of Utica, Oneida County, New York (2017) The City of Utica and the Cal Ripken, Sr. Foundation are developing plans for the construction of three soccer fields in T.R. Proctor Park along Culver Avenue. T.R. Proctor Park was designed by Frederick Law Olmstead and is park of the NR listed historic district. The park is adjacent to Starch Factory Creek, archaeologically sensitive for prehistoric and historic sites. Dr. Morton coordinated with the SHPO to confirm that the proposed developmentwould not materially alter the character of the NR listed Park, enabling the project to get early SHPO sign-off.

PIN 2754.22, Reconstruction of Oneida Square Intersection, City of Utica, Oneida County, New York, 2011-2012. Phase III Monitoring and Data Recovery. This project involved the full depth reconstruction of approximately 1/3 mile on a major intersection and seven adjoining streets in the heart of downtown Utica. Discussions with the FHWA, NYSDOT, SHPO and THPO allowed the monitoring and Data Recovery plan to be modified to streamline the archaeology work required. Effective consultation ensured rapid response when archaeological finds were uncovered, (in one case agreement from the SHPO in 45 minutes) and enabled the overall project to remain on schedule.

4. DETAILED SCOPE OF WORK

4. Detailed Scope of Work

Project Understanding

Transportation & Safety

The convergence of I-90, the NYS highway network, and the local roadway network creates an active transportation interchange that is critical for commerce, freight, economic development, destination travel, recreation, tourism, and maintaining linkages. These transportation networks in their current configuration, create barriers between residential neighborhoods, commercial corridors, and the cultural center located in Utica.

This historically rich transportation crossroads includes the NYS Thruway (I-90), Interstate 790, and the highways of NYS Route 5, 8, and 12 that collectively move the traveling public to the north, south, east, and west. Utica Interchange 31 transitions onto N. Genesee Street, a gateway and critical link between the national transportation systems and downtown Utica. Preliminary conditions that are driving the need for this study include:

- Exit 31 was modified as part of the Cashless Tolling project. No additional modifications are planned. This change at Interchange 31 modified access to tandem truck parking and eliminated a park-and-ride lot.
- Two bridge and programmed safety projects may be implemented prior to the commencement of this Study.
- The area does not promote safe multi-modal or equitable transportation movements.
- The Utica Interchange 31 ramps, where they intersect with N. Genesee Street (Route 921C) are on the NYSDOT Priority Investigation Location (PIL) list for the number of crashes.
- Highway geometric deficiencies and inadequate bicycle and pedestrian accommodations exist.
- N. Genesee Street is heavily commercialized with many driveways and access points contributing to conflicts.
- Traffic safety and operations on N. Genesee St. are degraded by the lack of a direct Interstate to Interstate connection.
- The highways present a confusing and inefficient traffic pattern.

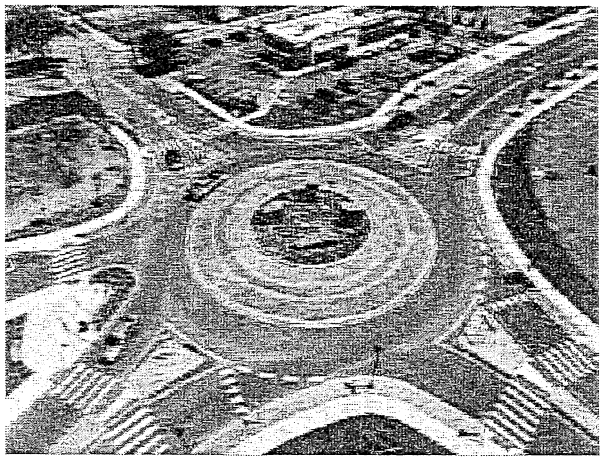
The entire corridor will be evaluated to quantify its regional impact as a gateway to the Mohawk Valley and Adirondack region. Specific tasks include planning, environmental studies, forecasting an origin-destination study, developing a purpose and need, alternative development, cost estimating construction phasing, and public involvement. The Study will include some work that may be accepted into a future environmental document as listed in 23 U.S.C. 168 Integration of Planning and Environmental Review. The Study will also identify existing and projected land uses that serve as the origin or destination points for traffic using Utica Interchange 31.

In summary, three primary needs have been identified:

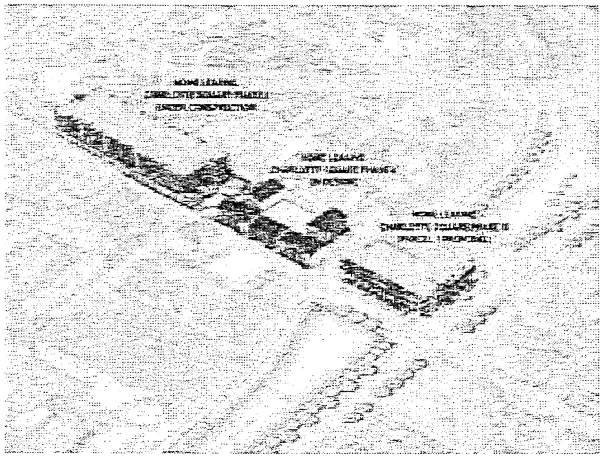
- ✓ **Safety**
- ✓ **Economic Development**
- ✓ **Infrastructure Redesign**

This PEL study will lay the groundwork for future environmental documents, ultimately resulting in a preferred alternative that will:

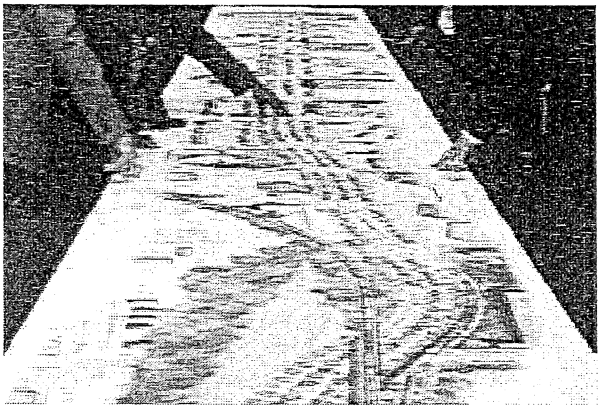
- Reduce travel delay,
- Improve road safety,
- Improve multimodal mobility,
- Address environmental and equity issues, and
- Support further economic development in the City of Utica.



Safety: Elmira's Cultural Connector



Economic Development: Rochester's Inner Loop



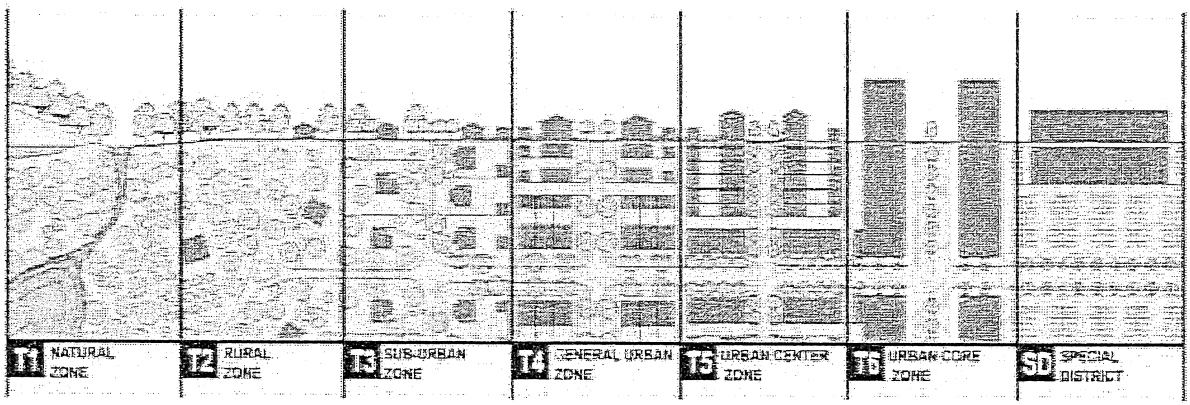
Infrastructure Re-Design: Syracuse I-81

Community Design & Economic Growth

While we are talking about a Transportation Planning document, our team will bring the best community design to the table. Fisher and AKRF's Planning Groups hold the following principals to be universal.

- Uncompromised Smart Growth, Urbanism & Design (Place-Making & Fostering Community)
- Integral Land Use & Multi-Modal Transportation Planning
- Community Prosperity (Economic Growth & Social Equity)
- Housing Variety & Equity (8-80, affordability spectrum, places to escape or play)
- Sustainability (Smart Growth, Green Infrastructure, Climate Mitigation & Climate Resiliency)
- Facilitating Healthy Lifestyles (Active Transportation, Recreation & Access to Food)
- Providing Leadership & Education

Fisher Associates works extensively within the framework of the rural-to-urban transect popularized by the New Urbanism movement. Our planning practice has included brownfield redevelopment, re-connecting communities' projects, conservation planning, parks master planning, open space planning, traditional neighborhood design, and mixed-use downtown revitalization. We have designed retail centers, manufacturing campuses, and educational campuses that demand "special districts". Using this transect, we help communities focus appropriate development and conservation practices into their land use plans – allowing them to grow responsibly.

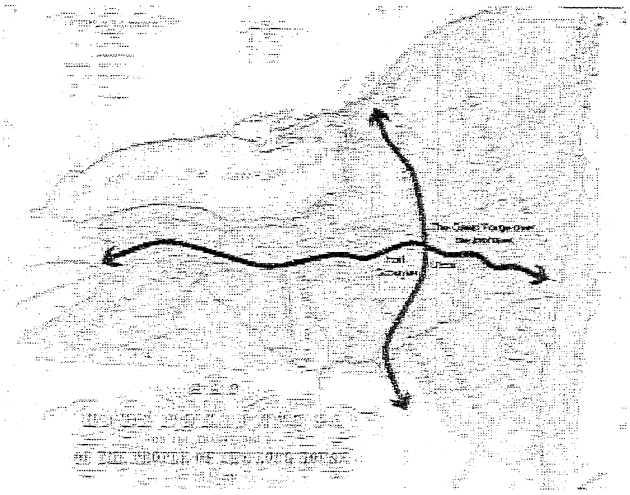


The Urban Transect by DPZ: A Model for Character Based Land Planning

Utica has a wonderful history as the "Gateway to the West". Seneca Nation trails, the development of "The Seneca Road", the historic Erie Canal, the railroad, and now the NYS Thruway used this east-west corridor to open up the west and offer movement between the Hudson River and the Great Lakes.

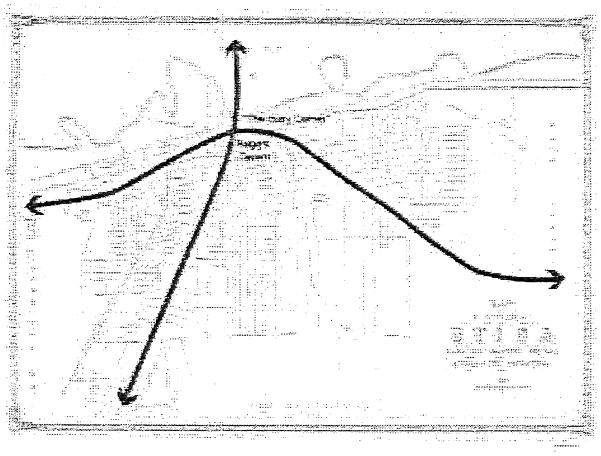
Genesee Street was once considered one of America's most beautiful avenues, and the "backbone" of Utica. This north-south corridor began as a Seneca Trail that connected the St. Lawrence River to Chesapeake Bay. The Seneca's "Great Ford" across the Mohawk River enabled this north-south transportation route. This crossroads has an important place in history and can have a continued place in New York's future.

Fort Schuyler was established on the south bank of the Mohawk River, at the historic river ford, in 1758. The Fort operated shortly during the French & Indian War, and then as an outpost during the Revolutionary War. Homes that grew up around the Fort were eventually settled as a Village in 1798. Utica became an Erie Canal Boomtown with that Canal's opening in 1825, and quickly became incorporated as a city in 1832. The City grew as one of the nation's leading textile producers and with its central location within New York State.

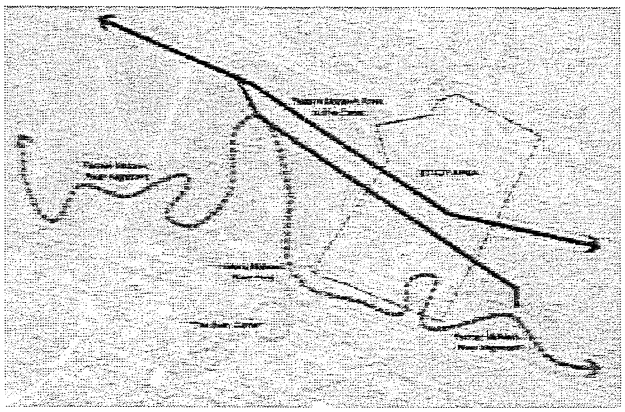


Seneca Nation Trail Crossroads

In the early 1800's the crossroads of transportation at Whitesville St and Genesee Street became known as the "Busy Corner". The original alignment of the Erie Canal ran through the heart of Utica, just south of the Busy Corner. At the time, the Mohawk River flowed within a few hundred feet from this location, and served as a gateway to Utica. With the enlargement of the Erie Canal (Barge Canal) in 1910, the Canal's alignment was moved approximately 3,000' to the north and the Mohawk River was realigned to flow approximately 2,500' to the north. The southern industrialized portion of the PEL study site became industrialized with access to the railroads and the Barge Canal Harbor.

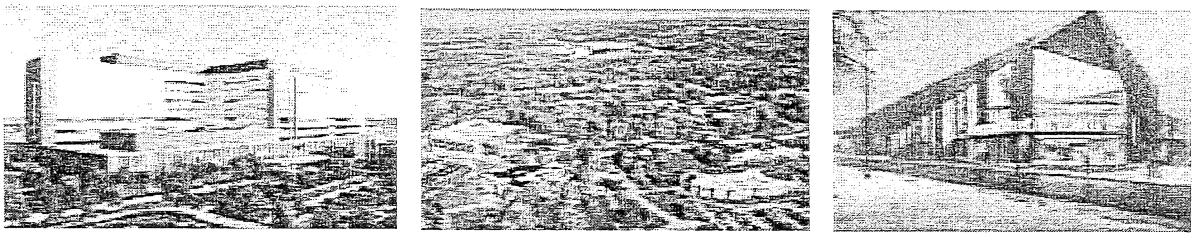


Settlement Era Crossroads



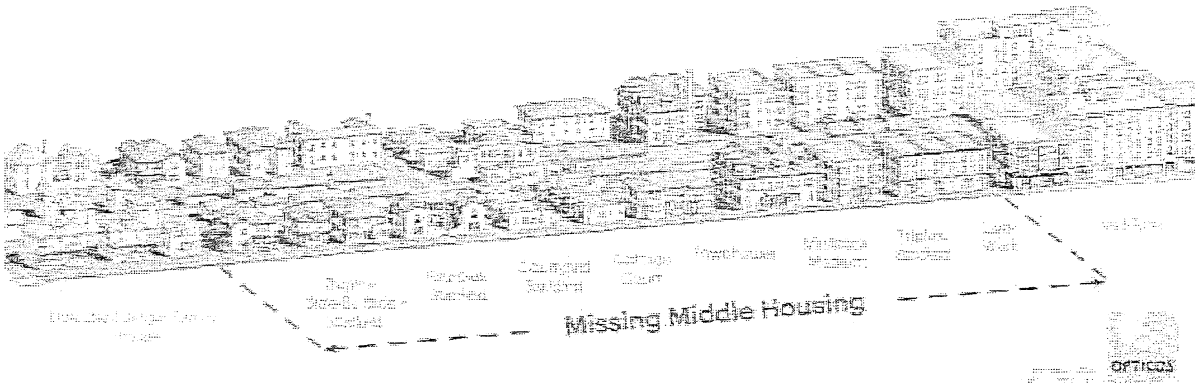
Mohawk River Realigned

Today Utica is experiencing a change in demographics, its economy, and it's design. In order to keep pace with, and provide the highest quality infrastructure for growth, Utica must focus on mobility, neighborhoods, placemaking, and health. Exciting connections can me made to new development such as downtown Utica, the Nexus Center, the Adirondack Bank Center at Utica Memorial Auditorium, SUNY Polytechnic Institute, Wolfspeed, Schuyler Business Park, Griffiss Business and Technology Park, FX Matt's Brewery, the ADK Scenic Railroad/Polar Express, the Utica Zoo, and the Amtrack station/Beaux Arts Boehlert Transportation Center.



Hospital Expansions, Growing Higher Ed & Regional Sports Complex

The new approach to economic development is largely about placemaking. It used to be that the workforce would move to where there were jobs, and the goal was to attract job creators. Today, the workforce moves to where they want to live, and then they make or find jobs in that location. Likewise, businesses locate where they believe high-quality employees will want to live. Creating special community places, like human-scale streetscapes, waterfront parks, and destination attractions are important elements of economic development. New and unique housing types, including what is now being called "missing middle" housing, are important to economic development strategies.

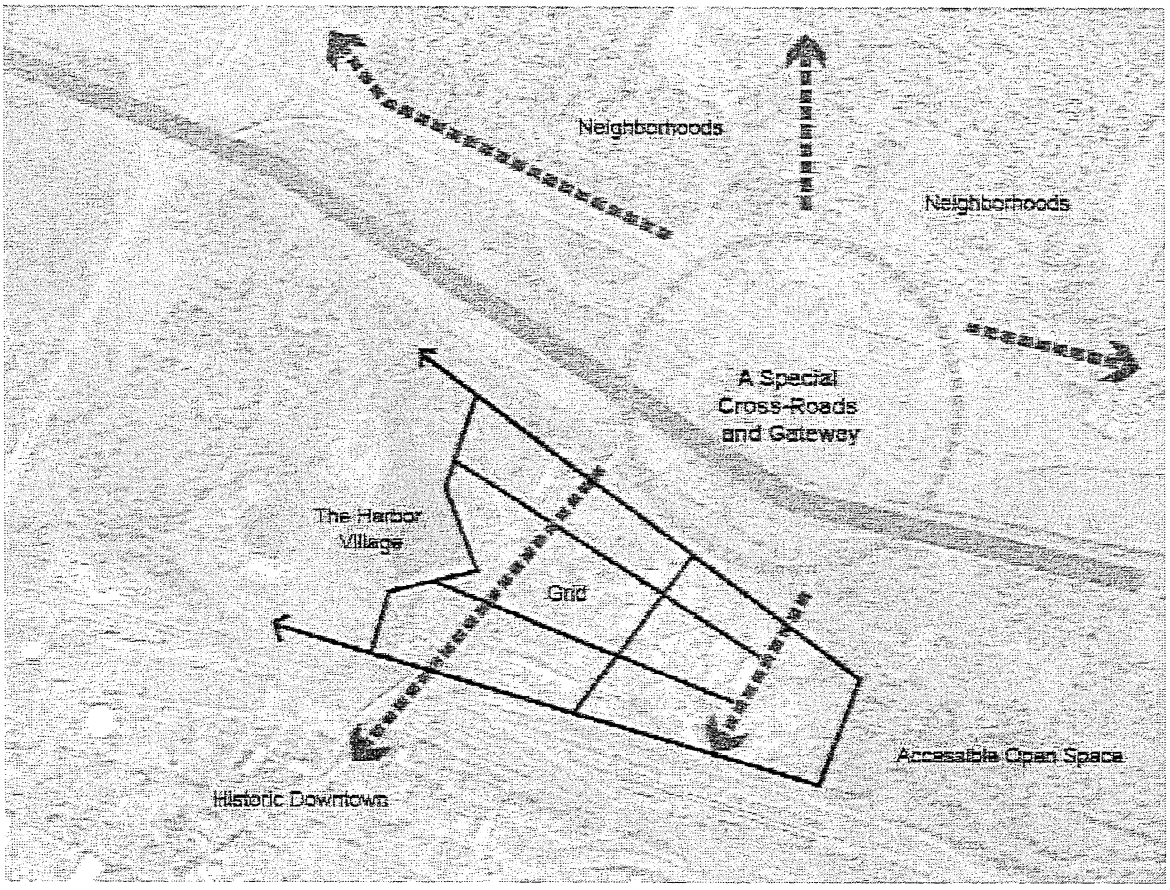


Economic development within slow growth economies, in neighborhoods, and in small cities are served well by incremental development strategies. This includes providing education and financial advice to small-scale and upstart developers that want to make a difference in their community. Having appropriate zoning, regulations, and infrastructure in place are important to this strategy.

Opportunities!

Utica is ripe with opportunity! This PEL Study and corresponding corridor improvements could redefine Utica's standing within the region and within New York State.

- Gateways: Reimaging North Genesee Street as a place for people.
- Neighborhoods: Branding, repairing housing and connecting with healthy mobility.
- Public Realm: Every street (once off the highway) becomes part of Utica's Public Realm.
- Erie Canal & Harbor: A visible and connected neighborhood.
- Leland Ave: Can we connect to the Thruway sooner by bringing it down to grade?
- Return to the Grid: Providing multiple circulation options for vehicles, bikes and pedestrians.
- Mixed Uses: Connecting origins and destinations, promoting density, and offering walkability.
- Recaptured Lands: How many highway ramps can we replace with people and places?
- The Erie Canal: Celebrate and access hundreds of acres of open space, including the waterfront lands between the Canal and the River.
- Bridges: Can we remove barriers and make connections with more River & Canal pedestrian/bike bridges?
- Celebrate the Train: Promote the rail connections offered by Amtrack & the ADK Scenic Railway!



Scope of Work

The following Scope of Work (SOW) is the basis for our attached proposal and fee estimate. This SOW is intended to fully embody the SOW that is include in the RFP and to comply with all State and Federal regulatory requirements. The design of this Study shall be progressed per the current NYSDOT Project Development Manual (PDM), and appropriate sections of the Federal Aid Policy Guide (FAPG).

Our interest is always in meeting the needs of our client and the community. Towards that end, we are very open to discussing this approach, modifying it, if necessary, and finding ways to meet your budgetary needs.

The Right Team

Out team was hand selected in order to provide the best national expertise in cutting edge transportation planning, while offering local knowledge and easy access. Together, as demonstrated in our organizational chart, our team offers the full range of necessary services. We are experts and leaders in our fields. We know Utica and understand the issues at hand.

We are innovation and solution oriented. Having worked with several public agencies, we are also mindful of the importance of efficiency to ensure project schedules and budgets are met. Now is the time to be proactive and set foundations to ensure we capture the many opportunities being discussed around mobility and land use. We are prepared to address the important issues this study must address, including economic opportunity, transportation gaps, equity, accessibility, and community integration for new development. These are similar challenges facing many cities across the country, including communities the Team is currently working with. Here, the I-90/Genesee Street Corridor provides an exciting and important opportunity to develop the equitable, resilient, and inclusive model needed to achieve the ambitious and important goals within the RFP. We look forward to the opportunity to partner with HOCTC on this project.

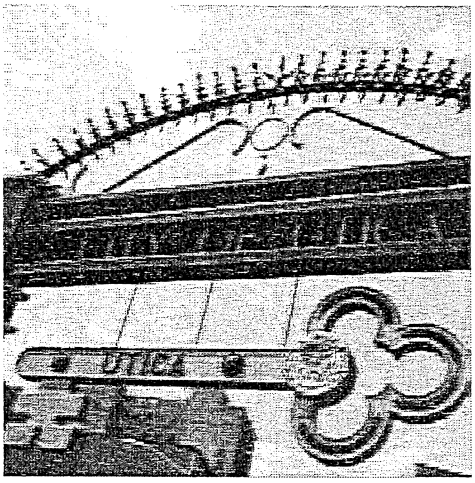
Tenants of our work approach include:

- Assembling the best data and planning models as a basis for decision making
- Understanding previous planning, transportation, and environmental decisions
- Summarizing and advocating the tangible and intangible value the study area brings to the Region
- Envisioning a range of options for how the area could look and function in the coming years
- Involving the community, key stakeholders and involved agencies in a meaningful and engaging way
- Developing an innovative yet implementable approach to make sure efficiencies are realized through enhanced mobility for all citizens
- A focus on healthy community and environmental initiatives that meet both real, and regulatory needs

Ready to Roll... Maybe in the Boilermaker!

Community Sentiment and Engagement - Every Step of The Way

Local residents, businesses, City, County, State, and federal agency decision-makers need to be active, informed participants during every stage of the process. They need to participate at a meaningful level that makes them the plan's de facto co-authors. Many urban communities share Utica's potential for a brighter future. Ultimately the difference between communities that unlock this future and those that do not is the understanding of how times are changing and the confidence and political will to build on these changes. A sweeping vision for the corridor must be brought home - and this vision must make clear how mobility investments support a variety of broader goals, while both supporting and leveraging changing land use patterns. Regional strategies must be translated into specific, tangible policy and placed-based guidelines tailored to specific conditions, including local context and history. And the funding for these endeavors must be viewed as public private partnerships where each partner must make crucial investments. Addressing these and similar key issues will require the ability to work with a highly diverse mix of stakeholders, at every stage of the process, to empower them to find faith in a shared future - and the cohesive political will to support difficult decisions going forward.

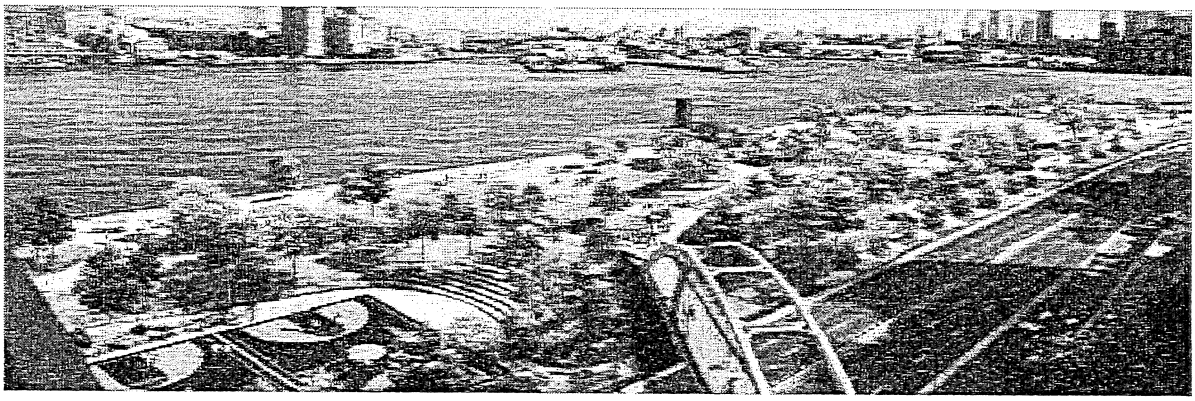


Unlocking Potential!

Challenging The Status Quo through Creative Pragmatism

We believe there is opportunity in balancing the practical with the art of the possible. With this project, we also see the opportunity to challenge the status quo and how value is communicated for important community issues like mobility, health, community stability, equity, accessibility, and most importantly people.

With that in mind, the team proposes incorporating all the important themes of the project into the concept of community resilience. With this approach to planning, we believe the important goals around merging land use, mobility, economic opportunity, equity, and healthy communities can be accomplished. The following issues can be prioritized in such a planning process:



AKRF's East Side Resiliency Project

- Understanding the need to merge land use and transportation planning by finding more efficient ways for people to move and have access to important destinations – work, medical, education, cultural, social, and recreational. This includes the opportunity to rethink how we approach new development and the mobility needs of constituents.

- Mobility and access are key components – making sure reliable, affordable, and accessible transportation options exist for all residents.

- Understanding traditional approaches to land use and travel patterns and finding opportunities to innovate – not just with technology, but also approaches to decisions. This includes development of strategies that track an ever-changing governance landscape, including reimagining structures, project delivery models, promoting public-private partnerships, approaches to funding, and engagement.

- Rethinking how space is used and when to prioritize people over cars (and vice-versa). This is easier said than done, but an important prospect with this project.

Task 1: Study Initiation

With Fisher's leadership and management, the entire Fisher Team will collaborate on meetings, communications, and project reporting. The following critical components will guide the planning process.

1) Internal Study Kick-Off : The Fisher Team will conduct a meeting between the HOCTC, NYSDOT, NYS Thruway Authority, FHWA, and Oneida County, to initiate work on the project. This first meeting will accomplish the following:

    - Confirm the approach to completing the PEL, the scope of work, tasks, and deliverables,
    - Receive up-to-date copies of all reports, data and studies relevant for this project,
    - Confirm roles and expectations,

- Review the project schedule, including the schedule for future meetings,
- Establish/discuss a preliminary list of issues and opportunities, as well as a vision for the Plan.

2) Technical Advisory Group (TAG): Our Team will conduct 8 TAG meetings, to be made up of HOCTC, Oneida County, NYSDOT Region 2, NYS Thruway Authority, the Consultant team, and FHWA. The initial meeting will include the outlining of a TAG Work Plan and a Stakeholder and Engagement Plan. This will include a review and discussion of the PEL approach, coordination with FHWA, NYSDOT, NYSTA, local government partners, the public involvement process, and additional topics relevant to start-up.

3) Comprehensive Management Control Plan: The team will develop a Comprehensive Management Control Plan that documents the process used for this project. The Management Plan will include a work plan, schedule, cost breakdowns, budget tracking, milestones, key contacts and a quality control plan. The schedule will include agreed-upon review times for all deliverables as well as the identification of critical path tasks and items.

   Each team member has their own internal quality assurance and control (QAC) processes, and together the Management Plan will include a process for inter-team QAC.

   MS Teams will be used as a platform for communications, filing, and posting.

4) Meetings: Fisher will prepare for and participate in an anticipated 22 agency meetings (approximately monthly) and shall provide documentation of the meetings such as agendas, presentation materials, stakeholder coordination, and meeting minutes. Meetings will include in-person and virtual meetings (50% minimum to be in-person). An initial in-person site visit will be included to become familiar with field conditions.

5) Management Communications: Fisher will provide a monthly update on the Study schedule by task, indicating percent complete. Information on specific task activities to assist NYSDOT Region 2 in the development of a Primavera P6 schedule will be provided, including activity predecessor and successor relationships, planned durations, work schedules, assigned resources, monthly resource usage, and estimated hours.

6) Stakeholder Management: Fisher will host a minimum of four (4) Consultant/Stakeholder meetings. Additionally, individual interviews will be conducted with up to 10 identified stakeholders to understand their respective interests, goals, issues, and desired outcomes. An interview template will be prepared and use for these interviews. An overall summary of interview issues will be prepared and the results will be part of the public participation plan. These interviews will be conducted on-line, by phone, or in-person.

7) Stakeholder & Agency Coordination Plan: Fisher will develop a Stakeholder & Agency Coordination Plan that will identify critical issues and problems, recommend level and means of public involvement, identify agencies within the study area and levels of consultation, identify other public, agency and private stakeholders, list planned community events, describe participation methods, and assist the Project Manager with ongoing agency coordination.

8) Standard Software: Microsoft Office, Microsoft Teams, Adobe, CADD, TransCAD, ESRI, Synchro, SimTraffic, Highway Capacity Manual (HCM), VISSIM, and Primavera P6 will be utilized as appropriate to the task. Other software may be used as agreed to by the Project Manager.

Task 1 Deliverables

1. Internal kick-off meeting
2. TAG Start-up Meeting
3. Comprehensive Management Control Plan
4. Stakeholder and Agency Coordination Plan

Task 2: Study Area Conditions Assessment

The Fisher team will provide all of the SOW outlined in the RFP. This includes:

- Development of a Study Area Conditions Assessment Report
- A thorough assessment of the history of the Study Area
- A full documentation of the existing transportation system
- The provision of traffic control relative to any condition and/or assessment work being performed

The study area includes a major connection between the Thruway and the local road network. It is a primary gateway from the Thruway to Utica and is an important connection for commerce and could be leveraged for greater use in economic development as well as access to entertainment and the increase in tourism. The Fisher Team understands the transportation infrastructure in the region as well as the important connections the study area makes for highway and local travel. The team has worked together on these types of infrastructure improvement projects and understands what needs to be included in defining a study area as well as how the existing transportation system and traffic patterns need to be considered. While land use, the physical infrastructure and, sometimes, environmental conditions are typically assessed when evaluating a site, our team understands that the transportation and traffic conditions are paramount in the assessment of this study area. The connections to other interstates, roadway entries and exit points, and connection points to surrounding residential neighborhoods and commercial businesses must also be considered. This was particularly important on the I-81 Viaduct EIS, for which Fisher and AKRF both contributed. For that project, both firms worked with NYSDOT regarding the assessment of multiple interstate highways intersections that provided entry and exit points for multiple communities that accessed Syracuse from every direction. For this project, these connections are also pivotal for the correct characterization of the study area.

As a first step, the Fisher Team will confirm the study area boundaries and composition, noting whether any additional considerations/areas should be included as part of the scope of study. This will be done through those important, initial conversations with HOCTC and the TAG. Through these discussions, the team will confirm the extent of the study area boundaries.

The Study Area Conditions Assessment report will summarize local and regional land use plans, statewide land use and multi-modal planning, and any known or pending projects in the area to ensure the alternatives proposals developed will be consistent with local, approved planning. The report's

preparation will be coordinated with the work under Task 5 to incorporate a summary of the demographic profile within and around the study area.

The document will disclose the existing conditions of the study area, which includes past and future land use and development, the existing highway and roadway features on site including right-of-way, drainage features, and functional classifications, roadway dimensions and traffic controls, mass transit and pedestrian and bicycle features. These features will be described, with a general assessment of safety. Nonstandard features will also be noted, with reference to the pertinent section of the NYSDOT Highway Design Manual and note if those features contribute to high accident rates. The Team has multiple examples of the successful planning for improving transportation systems, including AKRF's work on the Route 219 project, which considered a long corridor of road, but was narrowed down to the focus of an intersection to alleviate the conditions of an initial poor design.

A general classification of users will also be summarized using readily-available data, but a traffic or user survey (buses, emergency vehicles, farm vehicles, etc.) will not be conducted. Geographic locations of origins and destinations as well as likely trip purpose and distances will be generically categorized as part of this assessment, with the understanding that this information will be assessed more in Task 3. The report will also include sections detailing the existing transportation system and traffic controls.

Through the team's coordination with the TAG, site conditions that are not readily apparent will also be documented, such as issues and general knowledge shared by TAG participants. A section of this report will identify these site issues as well as deficiencies (needs) in the study area. This information will be used as a basis for the development of the purpose and need for the project as well as in the estimate of a timeline as of when these deficiencies have been or will be realized.

The Study Area Conditions Assessment will include summaries of all readily available resource information. All sources will be cited in the report and copies of that source material will be saved for the project file.

Task 2 Deliverables

1. Technical Memorandum #1 - Study Area Conditions Assessment

Task 3: Traffic Analysis

The Fisher team will provide all the SOW outlined in the RFP. This includes:

- Traffic Data Development
- Capacity & Level of Service Analysis
- Traffic Operational Analysis
- Origin & Destination Study
- Freight Analysis
- Travel Demand Forecasting
- Multi-Modal Transportation Analysis
- Safety & Accident Analysis

Automobile traffic makes up the largest share of traffic in Herkimer and Oneida Counties, making the roadway network the primary element of the transportation system. Both passenger vehicles and

freight are prominent modes on county roadways, while other modes are becoming increasingly important.

The diversity of the region's development patterns - urban and rural - creates a varied set of roadway connectivity challenges. The region's primary interstate, I-90 (the tolled NYS Thruway) connects a number of larger metropolitan hubs, catering to a large proportion of through traffic. The facility is tolled and is outfitted with cashless gantries upstream and downstream of Exit 31. There are key east-west roadways in the region such as Routes 5 and 20 that could serve as alternatives to the Thruway.

Teaming partner Cambridge Systematics is proficient in the application of a myriad of big data platforms and modeling tools and will recommend the right tools based on project needs.

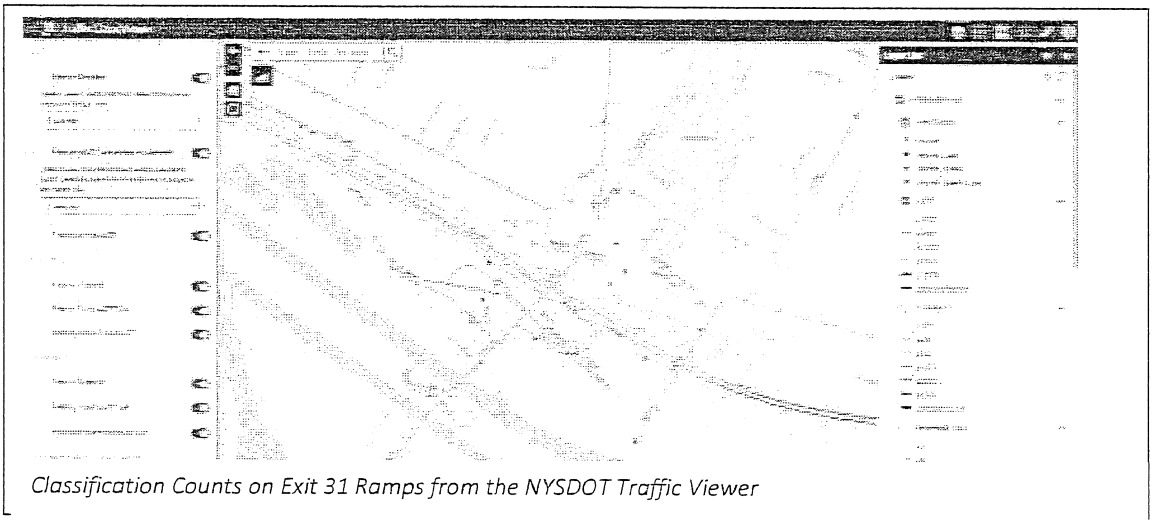
A key component of any PEL study is a comprehensive traffic analysis which entails understanding existing and future *demand* and *traffic operations*. This includes an analysis of passenger and truck origin-destination patterns, future growth, traffic volumes, and a level of service analysis, while maintaining a focus on multi-modal transportation issues, safety, and equitable transportation. Our approach will include:

- *Discussion About Priorities & Available Tools*: The Traffic Analysis task will begin with a discussion with the client about priorities and tradeoffs, and the identification of available data, traffic models and prior studies that may be relevant to this study. While the scope of this study is extensive, a clear understanding of priorities will allow the team to deliver the project in a timely manner.

- *Traffic Data Assembly:* The consultant team's intimate knowledge and familiarity with relevant data will allow them to assemble and analyze data efficiently. Teaming partner Cambridge Systematics (CS) has a long history working with data collected from a variety of sources. Their expertise in developing validation databases from a variety of sources, helps in expediting the validation process, while maintaining the highest quality of validation. For example, validation databases were developed for the NYMTC region and Orange County (NY), using sources such as the NYSDOT Traffic Viewer as a data source. The validation databases fuse data from a variety of highway counts and transit ridership data, to form a cohesive validation database. A big part of this exercise is to prioritize databases and ensure consistency, before model validation. In addition, our staff has an intimate understanding of speed and performance metrics from the National Performance Management Research Data (NPMRDS) in New York and other markets across the country.

  Finally, the team has access to third party data sources that provide passenger and truck origin-destination flows. CS is a leader in the development and application of big data products, having developed LOCUS, a platform that can be tailored to a variety of applications and developed from cell phone apps.

The consultant team will develop an inventory of available and required data for the project.



Classification Counts on Exit 31 Ramps from the NYSDOT Traffic Viewer

- *Transportation Modeling.* The consultant team brings national expertise in transportation modeling, using industry best practices. In fact, CS has the largest group of transportation modelers and data analytics in the US, with staff who have authored guidebooks on innovations in modeling and validation[1]. CS has the expertise in a variety of modeling tools, from the simplest sketch-planning tools to the most complex activity-based models in the country, including NYMTC's activity-based model, the New York Best Practice Model (NYBPM), that CS developed. Our team is proficient with traffic analysis tools such as the Highway Capacity Software (HCS) , to more sophisticated micro- and mesoscopic tools used to simulate traffic conditions, study congestion, and produce highway levels of service.

We propose a data-driven model pivoting off similar models developed for Orange County (NY), New Jersey Transit, and a corridor study across the San Francisco Bay

Travel Demand Forecasting

As leaders in the development and application of travel demand models, teaming partners are able to work with any available model used to forecast traffic for this project. However, in light of the fact that

[1] **Travel Model Validation and Reasonableness Checking Manual - Second Edition** (https://www.fhwa.dot.gov/planning/tmip/publications/other_reports/validation_and_reasonableness_2010/index.cfm)

HOCTC does not have an updated travel demand forecasting model, we propose developing a *data-driven model that is sensitive to land-use, travel time* at a minimum. This is important so that the project team can test scenarios that include changes in population and/or employment, changes in alignments and network if necessary. A framework could be developed so that modal sensitivities are incorporated if non-auto modes comprise a large proportion of travel within the project.

Customized Approach

We propose building a data-driven modeling framework that would allow the client to build a longer-term regional model for other modeling applications including PEL and corridor studies, Long Range Transportation Plans (LRTP), Congestion Management Processes (CMP), and air quality analysis if needed.

At the outset, we will work with HOCTC staff to identify big data sources that could be used to develop the modeling framework, with an emphasis on data quality and process efficiency. The sources identified will contain travel flows broken down by geography, time period, and possibly estimates by travel by mode. The data-driven models developed thus far by teaming partner CS, have used LOCUS, which provides the universe of passenger trips and can be supplemented by other data sources for transit and freight, if applicable. We have also used other third-party platforms that will recommended based on project needs, data quality and cost.

Origin-Destination Travel Patterns

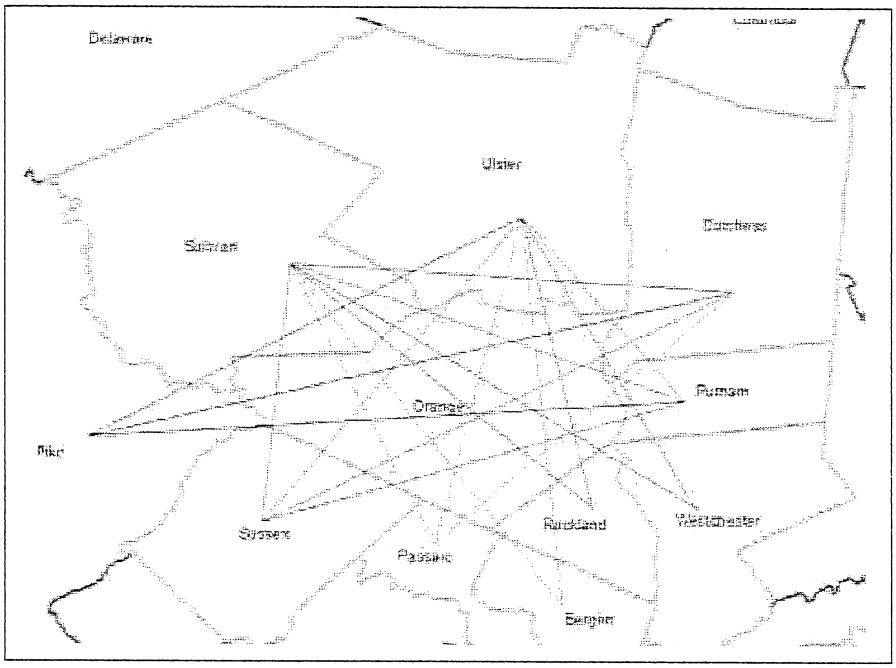
- *Regional patterns* - We will use a big data platform to understand regional travel patterns including origins-destinations, travel by time period, and local versus out-of-region travel. These attributes are important from the standpoint of understanding and therefore modeling travel behavior
- *Local patterns (operational)* – The same data source will be used for an operational analysis, i.e., origin-destination flows on the Exit 31 ramps that will feed directly into the traffic level of service analysis.

Detailed Select Link Analysis to Understanding Traffic Origin-Destination

Driven Travel Demand Model

The steps to develop a data-driven model, and forecasts using the model are explained below:

1. Work with HOCTC staff to define a study area, which could differ from the traffic analysis study area, to account for external traffic traveling into, out of, and through the region. The big data source, coupled with traffic volume data, and origin-destinations from the select link analysis will be used to estimate external travel, a critical element to this study because of the large proportion of external traffic movements.



Identifying External to External Movements – Orange County, NY

2. Develop regional passenger and truck origin-destination flows using big data sources that the consultant team will have access to. In addition, develop passenger and truck origin and destination flows at a corridor level to estimate traffic flows on the Exit 31 ramps.

3. The origin-destination patterns will be developed at a predetermined geographic level of detail such as a traffic analysis zone or a Census Block Group.

4. The consultant team will leverage the population and employment forecasts developed by the Oneida County Department of Planning and Cornell Program on Applied Demographics PAD forecasts to understand existing and future growth patterns. A Fratar method will be used to reflect growth in trips as a result in population and employment growth.

5. In order to reflect changes in routing due to infrastructure changes, the team will calculate travel time changes and apply route choice shifts based on the changes.

Traffic Level of Service Analysis

Existing traffic flows derived from the demand forecasting process will be used to feed into the traffic analysis software to produce existing LOS. The team will work with HOCTC to select an appropriate package ranging from the Highway Capacity Software (HCS) to Synchro to more advanced microsimulation packages which would require additional model calibration.

Once a package has been selected, it will be run for existing and future year conditions, to produce an LOS analysis on the freeway, but also on adjacent arterials and intersections. The extent of the study area will be decided at the kick-off meeting, in conjunction with input from HOCTC.

To understand and assess multimodal conditions, the team will collect and summarize bicycle, pedestrian, and transit data within the Study Area. Multimodal activity along local roadways and on dedicated bike facilities will be documented. Our team will evaluate roadways in the vicinity of NYS Thruway Utica Interchange 31 for compliance with PROWAG and ADA requirements and for compliance with Complete Streets design standards. The team will use the information gathered during this task to identify existing multimodal needs and deficiencies and opportunities to improve multimodal transportation in the Study Area. This includes improving the safety and efficiency of the individual modes of transportation and identifying opportunities to enhance connections between the transportation modes. This will build upon the initial assessment of these facilities identified in Task 2 for the Site Conditions Assessment.

Task 3 Deliverables
1. Technical Memorandum # 2 – Traffic Analysis Report

Task 4: Environmental Analysis

The Fisher team will provide all of the SOW outlined in the RFP. This includes:

- Terrestrial & Aquatic Ecology
- Cultural Resource Screening
- Cultural Resource Survey
- Terrestrial & Aquatic Impact
- Mitigation Measures
- Environmental Scan
- Permit & Certification Requirements
- NEPA, SEQRA & Permit Classifications & Needs
- Section 6(f) of LWCF Evaluation
- Severe Weather Impacts
- Climate Change Mitigation for Alternatives

For the environmental analysis, the Fisher Team has multiple staff and resource experts in the region, which will provide an efficient site visit for natural and cultural resources. The level of detail proposed in our approach will provide HOCTC the appropriate amount of information for the PEL as well as comprehensive understanding of the issues that need further investigation during the NEPA/SEQRA environmental review processes.

While the Fisher Team will conduct site visits to determine the terrestrial and ecological characteristics of the study area, the majority of the information gathered for the environmental analysis will be follow up to that with desktop research of resources. Team member AKRF has several natural resource specialists and a wetland scientist local in the area that will conduct this visit.

There are many online resources of verified and accepted data that can characterize conditions for an area. To determine the condition of the study area, a desktop review of relevant natural, cultural, social, and demographic information will be conducted (See Task 5 for additional information for social, demographic, and equity data collection methods and evaluations). The Team will also contact natural resource agencies for up-to-date information, through standard letter correspondence and database research. This will identify any potential issues related to federally endangered, threatened, or other special status (including state listed) species on site. Cultural resources will also be investigated through online research.

As stated in the RFP, the team will not conduct a wetland delineation, but use readily available information from USACE, NYSDEC, and field observations to determine the wetland characteristics of the area. That will be used to create estimates of wetland area through GIS mapping. During the field visit, wetland cover types will be noted as well as dominant plan species and probable wetland functional values. These will be summarized, and a full delineation report will not be prepared at this stage of the project.

Cultural resources would be handled similarly, with a site visit and online research of the New York State's Cultural Resources Information System and New York State Department of Education and available information from local sources such as the Oneida County History Center and City of Utica Scenic and Historic Preservation District. AKRF and Morton Archeology regularly works with the New York State Historic Preservation Office (SHPO), conducting survey and site examinations and we have a local resource specialist in the region to conduct this on-site work. The resulting cultural resource survey report will be submitted to SHPO and serve as an appendix to the Environmental Analysis Report.

Task 4 Deliverables

1. Technical Memorandum # 3 – Environmental Analysis Report

Task 5: Social, Economic & Equity Analysis

Team member AKRF's technical experts are on the forefront of environmental, social, equity, and environmental justice analyses. Our team has addressed these issues throughout New York State as well as within the vicinity of Utica, such as part of the I-81 Viaduct EIS. This work will be coordinated with Task 3 regarding the existing conditions in and nearby the project site.

The socioeconomic analysis will include desktop data collection from sources including the U.S. Census, other readily available land use and socioeconomic data sets, as well as local agency coordination to identify:

- General population within and adjacent to the study area
- Land use characteristics and trends
- Future development plans for the area
- Factors affecting community cohesion and neighborhood character
- Business types, sectors/districts, and corridors
- Local and regional economic trends
- Community facilities and open space resources

This information will be summarized and used in the analysis of alternatives considered as part of the PEL. This work would be coordinated with other tasks to gain a comprehensive understanding of site conditions, transportation needs and constraints, as well as environmental and socioeconomic effects (beneficial and adverse). In the evaluation of alternatives, the Fisher Team will also develop as appropriate any measures or alternative refinements that can avoid, minimize, or mitigate adverse impacts.

The analysis will also include the identification of transportation equity issues within the Study Area Team for the alternatives to be documented in the PEL study. Fisher and AKRF are well versed in FHWA's guidance and advisories, including FHWA Technical Advisory 6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) documents*, Executive Order (EO) 12898 – Environmental Justice, and other Department of Transportation and Council on Environmental Quality (CEQ) documents that establish policies and procedures to use in complying with EO 12898. The principles of environmental justice reflected in the orders and guidance document are directly related to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin.

Our team regularly works with large, regional datasets and these data are readily available through electronic resources. AKRF has prepared numerous municipal planning studies throughout New York State and the northeastern region as well as rezonings and large environmental justice analyses for transportation facilities and systems using these types of data. These projects typically involve large data sets that require interpretation, analysis, and translation of these data and analysis results for non-technical readers/reviewers. Recently, AKRF analyzed an environmental justice study area of 186 census block groups as part of the I-81 Viaduct EIS in Syracuse New York, in accordance with the most recent FHWA guidance and orders. The I-81 analysis required review using FHWA's methods and policies, and applying them for a study area that consisted of much of Onondaga County.

Team member AKRF has technical experts that specialize in these socioeconomic analyses and are on the forefront of using the latest racial equity and displacement reports and tools for project analyses. FHWA's guidance regarding environmental justice and equity will be applied during this analysis, as applied with federal NEPA reviews, and will be considered in this PEL process to make sure any evaluations are consistent with and can be carried forward into the subsequent environmental review process.

The Fisher Team analysis will consider whether minority populations and/or low-income populations (referred to herein as environmental justice populations) would experience potential adverse environmental effects from a project's implementation, and whether such impacts would fall disproportionately on those populations. Federal agencies, including FHWA, are required to identify disproportionately high and adverse effects of their actions on environmental justice populations. Where such effects are identified, federal agencies are to identify mitigation for those effects and conduct outreach to the affected populations to seek their input on the impacts and mitigation. A similar analysis is required pursuant to New York State Department of Environmental Conservation policy guidelines where a proposed action requires a permit from that state agency. Our analysis will provide the information in order to satisfy applicable environmental justice analysis requirements under the PEL process as well as be consistent with any subsequent, more in depth NEPA/SEQRA review.

Task 5 Deliverables

1. Technical Memorandum # 4 – Social, Economic, and Equity Analysis

Task 6: Public Engagement & Involvement

The Team's public engagement philosophy, spearheaded by Highland Planning, is heavily influenced by the International Association of Public Participation's (IAP2) process, an approach designed to ensure clarity, equity, and robust engagement. We have a toolbox with more than 100 different virtual and in-person public engagement techniques, and we tailor these to the needs of each project.

We understand that this is a large and complex project with many stakeholders, and we will strive to give equitable opportunity to all voices during the engagement process. We know the importance of making special efforts to reach low-income and minority communities. "Go to Them," one of our core values, succinctly explains our approach for working with these communities. We use door-to-door outreach, pop-up events, and mobile intercepts to get high-quality input in a short time. For the City of Rochester's Comprehensive Access and Mobility Plan, we had individual conversations with almost 350 people at community events throughout the project. We tracked race and gender data for every interaction, and we were able to ensure that a majority of our feedback came from our focus populations (women, BIPOC, and children). By tracking results and continuously adapting, we can help you make decisions truly informed by the community.

In addition, as experts in public engagement on transportation-related projects, we understand the changing landscape of mobility. Safe, multimodal, equitable transportation is the way of the future, and transportation infrastructure projects must take into account the future needs of residents, workers, visitors, and through-travelers. To support decisions on mobility, we design engagement activities that

allow stakeholders to share their input on a variety of transportation needs and opportunities, including equal access to the network for pedestrians, bicycles, micro-mobility, and ride sharing, increased system safety, and enhanced community mobility experiences.

Our Approach

Our team recognizes that an effective outreach strategy is critical to the success of any project. We begin the outreach process by clearly defining the decision to be made, the decision-maker, the timeframe for the decision, and the aspects of the decision that can be affected by the public. This is key to creating a shared understanding of the project and its goals.

We then conduct telephone interviews with key stakeholders to identify project-related issues and opportunities, as well as to understand where and when we should hold meetings, and to compile a list of stakeholders for future engagement. This ensures that we design a process that responds to the issues and preferred outreach methods identified by the community.

For this project, we will hold up to 10 stakeholder phone interviews to identify community interests, goals, issues, and desired outcomes for the Study Area. We will prepare and use an interview template to ensure consistency. We will also prepare an overall summary of interview themes and use these themes in developing the public participation plan.

We will also conduct a stakeholder mapping exercise that will inform the public participation plan. This will identify stakeholders, resource agencies, community leaders, elected officials, and key community groups, their level of interest in the project, and their capacity for engagement. This process will yield a matrix such as the one shown below, which will suggest which groups may need more targeted outreach.

Audiences

Highland Planning will work with the client and the TAG to identify key audiences and stakeholders. Some audiences we anticipate engaging are:

- Local businesses, residents, and drivers
- Through-traffic and travelers on the Thruway
- Local and state agencies
- High-traffic businesses and employers such as Wynn Hospital, NEXUS Center, Wolfspeed, Amazon Prime Hub, Harbor Point, Starbucks

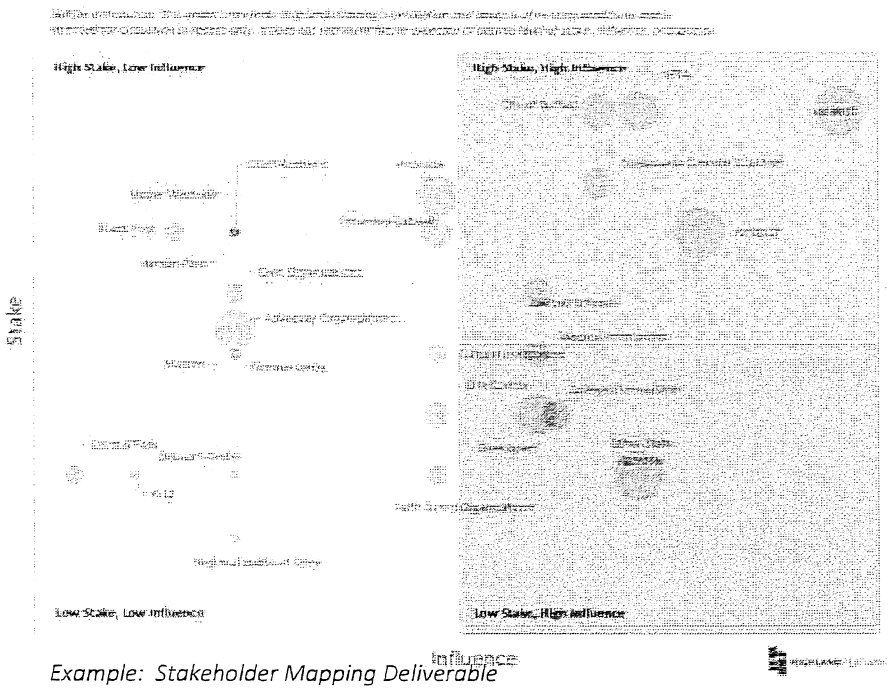
Based on a kickoff meeting with the client, the technical advisory group, stakeholder interviews, and the stakeholder mapping exercise, we will draft a public participation plan.

We will create a Public Engagement Plan that:

- Identifies key project participants and groups to be engaged as part of the process
- Identifies preliminary issues and opportunities within the community
- Establishes the framework for stakeholder outreach to occur throughout the planning process
- Establishes the goals and objectives of outreach
- Identifies appropriate levels and methods of stakeholder engagement to achieve the objectives of the project
- Promotes the project and ensures meaningful engagement

We strive to create a fun and interactive engagement process that engages the public through social media, meetings, surveys, and events, as appropriate. The tools we use to solicit feedback and inform the public are custom-tailored to the community and may include:

- Interviews
- Surveys
- Focus groups
- Games
- Pop-up events
- Door-to-door engagement
- Websites
- Social media (e.g., Facebook, Instagram, Twitter)



Example: Stakeholder Mapping Deliverable

For purposes of this proposal, we assume the following public engagement tasks during this 22-month contract:

- **8 facilitated TAG meetings.** The project team will facilitate and summarize eight virtual Technical Advisory Group meetings based on the membership list indicated in the RFP. As needed and directed by the client, we will bring in additional stakeholders, tribal nation representatives, etc.
- **4 stakeholder group meetings.** We will plan, facilitate, and summarize four virtual stakeholder group meetings representing different sectors or interest in order to solicit input at different points in the process.
- **2 virtual public meetings.** We will plan, facilitate, and summarize two Zoom-based public meetings.
- **3 hybrid public workshops.** We will plan, facilitate, and summarize three hybrid (Zoom + in person) public workshops.
- **1 online survey.** We will prepare, administer, and summarize results of one online survey.
- **4 Pop-ups at existing events.** We will plan, conduct, and summarize four pop-up engagements at existing public events in the study area.

Outreach and public engagement will encompass any environmental justice communities within and adjacent to the study area and will be coordinated with Task 5 for the evaluation of social, economic, and equity issues.

Task 6 Deliverables

1. A written Public Engagement and Involvement Plan covering how public involvement will be structured and facilitated, how data will be used to inform the PEL process, and the software package that will be used to augment the traditional process.
2. A debrief of each activity completed in Task 6 which includes a summary, documentation of feedback, key issues raised, follow-up required, and photography for each public engagement and involvement event.
3. A chronological record summarizing all public engagement and involvement undertaken.

Task 7: Planning & Environmental Linkage (PEL) Study

The Fisher team will provide all the SOW outlined in the RFP. This includes:

1) A Corridor Vision
2) Set of Concepts Alternatives
3) Development of Concepts
4) Assessment of Concepts
5) Draft & Final PEL Study
6) Questionnaire

Decision-making is a critical element of this PEL study and HOCTC will need to coordinate closely with transportation agencies (e.g., NYSDOT, FHWA) and affected stakeholders. The Fisher Team works closely with NYSDOT throughout the State and is an expert in NEPA and SEQR environmental review. In addition, team members have deep knowledge of and experience in applying the PEL process.

FHWA has specific guidance on preparing sufficient PEL studies, which will guide the Fisher Team in planning and preparing study documents. By proactively incorporating FHWA requirements from the beginning of the project, the Fisher Team will easily "check the boxes" when it is time to prepare the PEL questionnaire.

The Fisher Team will coordinate with the TAG to identify a common vision for the Study Area. The Draft Purpose and Need Statement identified in the RFP will be refined based on the following:

- Identified deficiencies in the transportation system (Tasks 2, 3, 4, and 5)
- Input from other transportation agencies and stakeholders (Task 6). This is the first of three coordination points in the PEL study.

Alternatives developed and analyzed under Tasks 3, 4, and 5 will be evaluated through a two-tiered screening process. The first tier will evaluate each alternative's potential to address the Project's Purpose and Need. Alternatives that do not meet the Project's Purpose and Need will not be considered reasonable alternatives and will be discarded from further consideration. Alternatives which meet the Project's Purpose and Need will be advanced to a second tier, where they will be assessed according to the five basic measures outlined in the Scope of Work. Additional measures not identified in the Scope of Work may be suggested by other transportation agencies and stakeholders, and the Fisher Team will coordinate with HOCTC and the TAG to determine if these additional measures should be added to the alternative screening process.

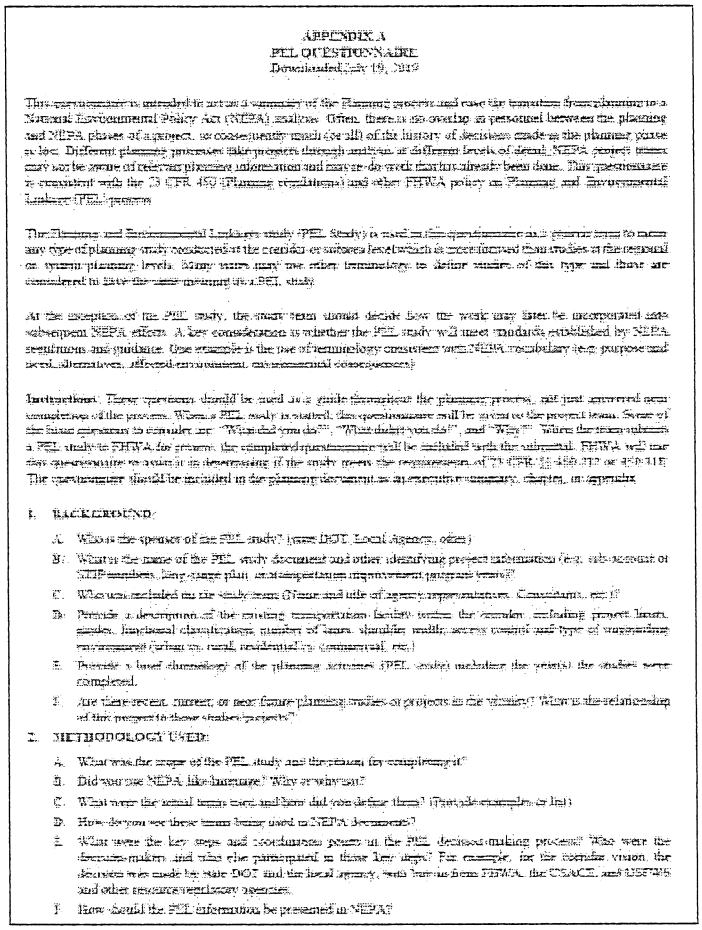
The alternative screening process represents the second of three coordination points in the PEL study. The process will be reviewed by the TAG, other transportation agencies and stakeholders. Upon review and concurrence, a feasible alternative will be identified. Although it does not meet the Project's Purpose and Need, the No Build Alternative will be advanced into the future environmental review process as it informs the future NEPA analysis.

To provide a smooth transition between the PEL study and the environmental review process, the Fisher Team will develop a draft Final PEL Study Report using NYSDOT's latest Design Report template. The report will be submitted to HOCTC and the TAG for preliminary review and comment. The Fisher Team will incorporate comments received from HOCTC and the TAG and resubmit to HOCTC for transmission to NYSDOT and FHWA. Upon review and concurrence from NYSDOT and FHWA, the Fisher Team will submit the Final PEL Study Report to HOCTC for distribution to NYSDOT and FHWA for final approval and processing.

The submission of the PEL Study Report represents the third and final coordination point in the PEL study. The FHWA PEL Questionnaire will be included as an appendix to the PEL Study. We will work with HOCTC and FHWA at the onset of the Study to identify any recent changes to the FHWA PEL Questionnaire, and we will refer to the questionnaire throughout the duration of the PEL Study. The Fisher Team would look to use NEPA-like language in all PEL Study documents, which will provide a smooth transition between the PEL Study and subsequent NEPA environmental review process. The draft Final PEL Questionnaire will be submitted to HOCTC as part of the submission of the draft Final PEL Study Report. Upon review from FHWA, the Fisher Team will submit the Final PEL Questionnaire to HOCTC for distribution to FHWA for final review and concurrence.

Task 7 Deliverables

1. Draft PEL Study which presents the findings and concepts
2. Final PEL Study
3. PEL Questionnaire
4. A summary of comments and key issues received from the Public Engagement and Involvement Plan



APPENDIX A

PEL QUESTIONNAIRE

Downloaded July 19, 2019

This questionnaire is intended to act as a summary of the Planning process and ease the transition from planning to a National Environmental Policy Act (NEPA) analysis. Often, there is no overlap in personnel between the planning and NEPA phases of a project, so consequently much (or all) of the history of decisions made in the planning phase is lost. Different planning processes take/require different amounts of detail, NEPA project teams may not be aware of relevant planning information and may re-do work that has already been done. This questionnaire is consistent with the 23 CFR 450 (Planning regulations) and other FHWA policy on Planning and Environmental Linkages (PEL) process.

The Planning and Environmental Linkages study (PEL Study) is used as the questionnaire and generic term to mean any type of planning study conducted at the corridor or subarea level which is coordinated (but stops) at the regional or system planning levels. Many states may use other terminology to define studies of this type and those are considered to have the same meaning as a PEL study.

At the inception of the PEL study, the study team should decide how the work may later be incorporated into subsequent NEPA efforts. A key consideration is whether the PEL study will meet standards established by NEPA regulations and guidance. One example is the use of terminology consistent with NEPA vocabulary (e.g. purpose and need, alternatives, affected environment, environmental consequences).

Instructions: These questions should be used as a guide throughout the planning process, not just answered near completion of the process. When a PEL study is started, the questionnaire will be given to the project team. Some of the basic questions to consider are: "What did you do?", "What didn't you do?", and "Why?". When the team submits a PEL study to FHWA for review, the completed questionnaire will be included with the submittal. FHWA will use this questionnaire to assist in its determination if the study meets the requirements of 23 CFR 771.409, 771.310 or 450.318. The questionnaire should be included in the planning document as an appendix, summary, chapter, or appendix.

I. BACKGROUND:

A. Who is the sponsor of the PEL study? (state DOT, Local Agency, other)

B. What is the name of the PEL study document and other identifying project information (e.g. sub-account or STIP numbers, long-range plan, or transportation improvement program name)?

C. Who was included on the study team (Name and title of agency representatives. Consultants, etc.)?

D. Provide a description of the existing transportation facility within the corridor, including project limits, modes, functional classification, number of lanes, shoulder width, access control and type of surrounding environment (urban or rural, residential/or commercial, etc.)

E. Provide a brief chronology of the planning activities (PEL study) including the year(s) the studies were completed.

F. Are there recent, current, or near-future planning studies or projects in the vicinity? What is the relationship of this project to those studies/projects?

II. METHODOLOGY USED:

A. What was the scope of the PEL study and the reason for completing it?

B. Did you use NEPA-like language? Why or why not?

C. What were the actual terms used, and how did you define them? (Provide examples or list)

D. How do you see these terms being used in NEPA documents?

E. What were the key steps and coordination points in the PEL decision-making process? Who were the decision-makers and who else participated in these key steps? For example, for the corridor vision, the decisions were made by state DOT and the local agency, with input from FHWA, the CSAAC, and MPO(s) and other resource/regulatory agencies.

F. How should the PEL information be presented in NEPA?

PEL Questionnaire

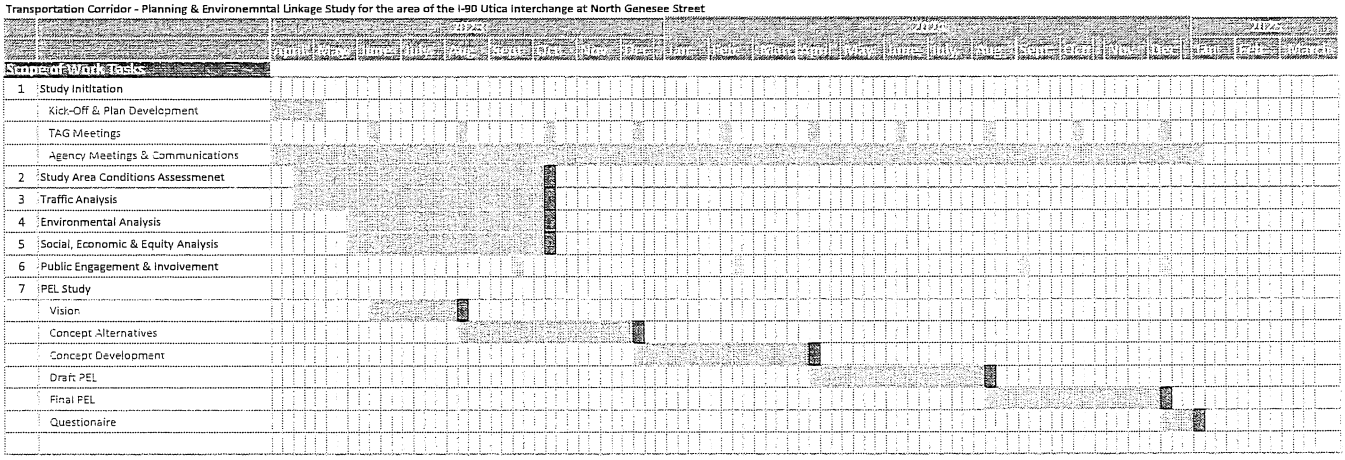
5. PROJECT SCHEDULE BY TASK

5. Project Schedule by Task

The Fisher Associates' team project schedule by task can be found on the following page, and is in alignment with the twenty-two (22) months expected deadline.

Project Schedule

Transportation Corridor - Planning & Environemntal Linkage Study for the area of the I-90 Utica Interchange at North Genesee Street



- Team Working Tasks
- Steering Committee Meetings
- Community Workshops, Reviews & Hearings
- Milestones/Deliverables

6. EXAMPLES OF RELEVANT PREVIOUS WORK

6. Examples of Relevant Previous Work

Fisher's team has extensive experience on similar projects throughout New York, and throughout the U.S. On the following pages, you will find our eight (8) projects whose scope and size are similar to this project.

Another key to this project will also be understanding how the transportation network works in conjunction with I-90 exit, as well as experience working with the New York State Thruway Authority (NYSTA).

Fisher Associates has worked on over fifty (50) projects for and with NYSTA including the following:

Recent Experience with NYSTA

- **D214924 Term Agreement Design Support Services, Buffalo Division (Prime) Concrete Pavement Restoration MP 347.1 to MP 351.4.–** 24 miles of concrete pavement evaluation, concrete pavement restoration design, surveying and mapping, highway design, construction support services, guiderail upgrades, drainage system upgrades

- **D214924 Term Agreement Design Support Services, Buffalo Division (Prime) Drainage Improvements MP 455.2 to MP 467.01** – field locating all drainage system elements along seven miles of I-90. Over 300 drainage locations were surveyed and information was compiled into a summary report then incorporated into a design contract for maintenance upgrades; stormwater pollution prevention plans (SWPPP) was also prepared under the assignment.

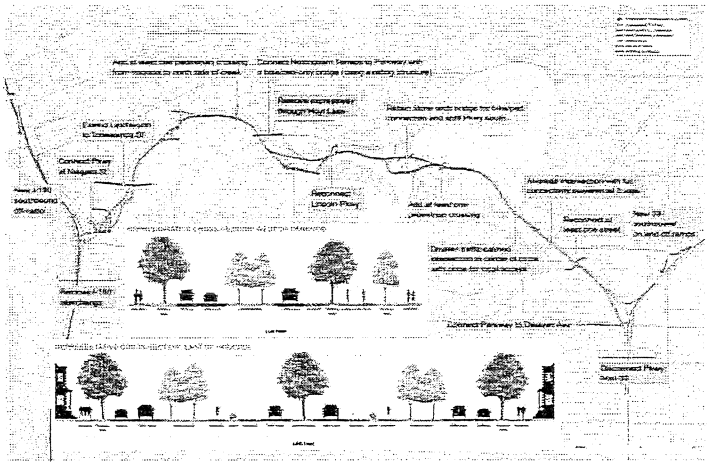
- **D214386 Term Agreement Design Services Bridge Replacement & Rehab, Buffalo Division (Subconsultant)** -Conducted traffic and safety analysis of alternatives including an at-grade signalized intersection and at-grade roundabout to replace a tradition interchange and NYSTA bridge over NY Route 75 at I-90 Exit 75. Also completed required noise study to predict future noise levels that may occur from the change in traffic patterns.

Buffalo Niagara's Region Central

Greater Buffalo Niagara Regional Transportation Council

OVERVIEW MAP

Scajaquada Parkway Features



Owner:
Greater Buffalo Niagara Regional Transportation Council

Contact:
Hal Morse,
Greater Buffalo Niagara Regional Transportation Council
hmorse@gbnrtc.org
716.856.2026

Period of Contract:
2020-2024

Value of Fisher Services:
$246,500

Invovlement:
DEC

After decades of community dialogue, Fisher Associates with lead consultant Stantec and other strategic partners are working with the GBNRTC and the community to build consensus around a shared vision for the Scajaquada Corridor and a future-oriented mobility plan that strengthens our communities and creates a safer and more equitable and prosperous city and region. The Region Central project is a comprehensive, inclusive, and visionary effort to create a better future for all who live, work, play, and travel in the heart of the Buffalo Niagara region by reimagining mobility options within the Scajaquada Corridor. Fisher's focus includes supporting efforts for land use planning/ scenario building, mobility assessment and recommendations, and identification of parallel initiatives including community development, Scajaquada Creek access and cleanup, and Delaware Park improvements/projects.

Also part of the project team, Highland Planning conducted a range of public engagement efforts, both virtually and in-person. After mapping stakeholders and creating a public engagement plan, they conducted interviews and convened a stakeholder advisory group, which held regular meetings. They held several pop-up events in neighborhoods throughout the study area, reaching hundreds of residents through interactive map-based exercises. The team held two public meetings virtually and held an in-person open house that attracted more than 200 people and results in more than 750 comments. Door-to-door outreach in traditionally underrepresented neighborhoods helped raise awareness and boost attendance for the event.

FISHER ASSOCIATES

HIGHLAND PLANNING

I-81 Reconstruction Project, Phases I-IV

Syracuse, New York

Owner:
NYSDOT

Contact:
Mark Frechette (retired),
Former Project Director
(retired)
315-428-4409

Period of Contract:
2013-2028
Value of Fisher Services:
$8M

Fisher Associates is the project landscape architect for the I-81 Reconstruction Project in Syracuse, NY. Fisher's role includes leading landscape architecture, streetscape, and complete streets design, removal of highway features to allow pedestrian connectivity with adjacent neighborhoods, preparing visualizations and designing park and open space features. Fisher is also serving as one of the key community outreach facilitators. Over a 10-year , as the project moved through the NEPA process, the Fisher outreach team participated in dozens of public open houses, neighborhood and stakeholder meetings, and pop-up style events to engage the public.

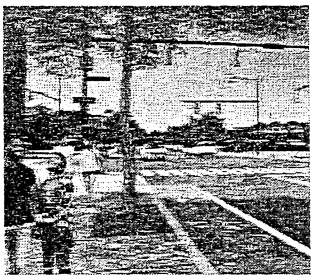
In addition to staffing the outreach events, Fisher assembled an expansive portfolio of project graphics and visualizations to facilitate public engagement and maximize public understanding.

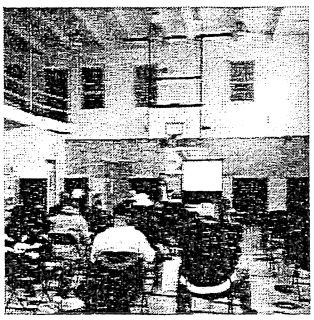
Fisher is evaluating streetscape designs that incorporate complete streets principles and accommodate all roadway users, including pedestrians, bicyclists, automobiles, and transit. Alternative design solutions for bicycle and pedestrian facilities were explored to improve connectivity between existing local, regional, and state bicycle/ pedestrian facilities in the project area, with a particular study emphasis reconnecting neighborhoods and communities adjacent to the highway corridor.

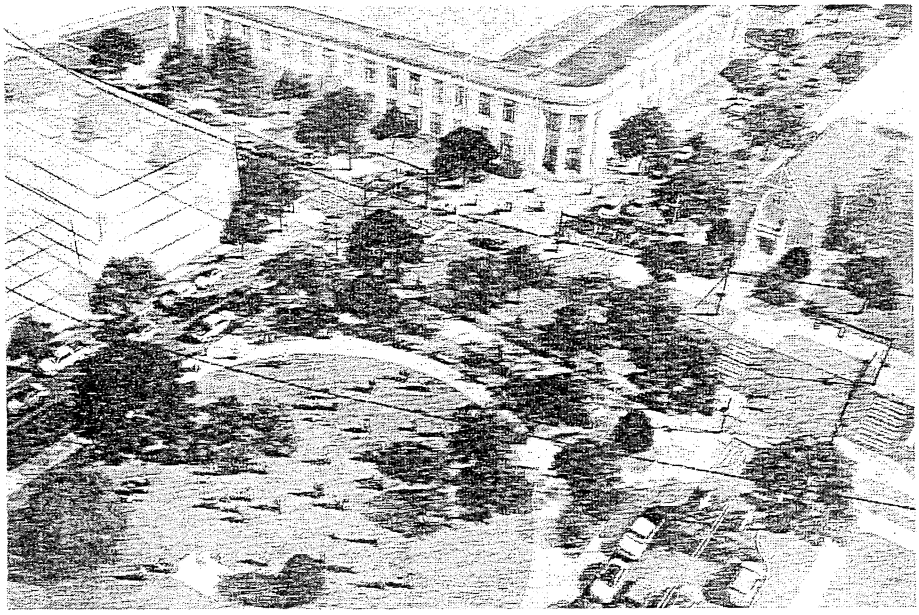
AKRF is the lead environmental consultant, preparing the Environmental Impact Statement and associated technical studies, including responding to over 8,000 public comments on the DEIS. They also supported the National Historic Preservation Act Section 106 and Environmental Justice reviews, prepared detailed natural resources inventories to comply with USACE and NYSDEC regulations, and supported the extensive alternatives analysis, public outreach program and federal grant applications.

Inner Loop North Transformation Study

Rochester, New York







Owner:
City of Rochester

Contact:
Erik Frisch
Deputy Commissioner,
Neighborhood &
Business Development
City of Rochester
585.428.6709

Period of Contract:
2019-2022

Value of Fisher Services:
$125,000

Fisher Associates was retained by Bergmann to lead the landscape architecture scope for the planning and conceptual design effort for the City of Rochester Inner Loop North Transformation Study. The focus of the Inner Loop North Transformation is to identify strategies to restore the city street grid, which separated downtown neighborhoods after the construction of the Inner Loop North highway in the 1960s. This planning effort supports local community development, creates a strong and safe multi-modal environment, and promotes economic sustainability and equality within downtown and local neighborhoods.

Fisher was part of a a multi-disciplinary team with an emphasis on transportation analysis, land use planning, community engagement and urban design. Design tasks included include preparing alternative concept designs exploring pedestrian and bicycle connectivity improvements, smart-growth redevelopment and greenspace opportunities, and sustainability enhancements to create a socially vibrant urban corridor. A community engagement strategy focused on outreach with local residents and neighborhood groups, ensured local perspectives and insights were incorporated throughout the process. As part of the process, a Racial Equity Subcommittee was formed to help identify metrics and considerations for inclusion in the assessment of design alternatives.

U.S. Route 219 Improvements

AKRF is providing environmental planning services as part of a consultant team retained by the New York State Department of Transportation to evaluate proposed improvements along U.S. Route 219 through Cattaraugus County between Peters Road in the Town of Ashford and the Southern Tier Expressway (I-86) in the City of Salamanca, including the Cattaraugus Territory of Seneca Nation of Indians.

The consultant team was retained to prepare a Draft Supplemental Environmental Impact Statement for the project, which was completed in 2021. Upon its review, the Federal Highway Administration concluded the SEIS would be converted to a Categorical Exclusion. For both the DSEIS and Categorical Exclusion, AKRF prepared the analyses for natural resources including ecology, water resources, and wetlands; architectural and archaeological resources; and Section 4(f) resources, with additional Section 106 documentation related to historic and archaeological features in the vicinity of the project area. Revisions are currently underway based on NYSDOT comments on the draft version of the CATEX.

Our work for the CATEX includes a review of previous analyses and revised limits of disturbance; coordination with the project team on impervious surfaces and design; performing revised Toler and FHWA Pollutant Loadings analyses; preparing revised calculations on terrestrial ecological communities; revising analyses to remove impacts to most wetlands and Nigh Creek; updating text to address wetlands impacts and mitigation; and incorporating updated NYNHP and USFWS IPaC results into our analyses.

***Reference**: Renjit James, Assistant Regional Design Engineer, Design Technical Support Unit, New York State Department of Transportation, (716) 847-3229*
***Schedule**: 2018-Present | **Project Cost**: $725K est. fee*

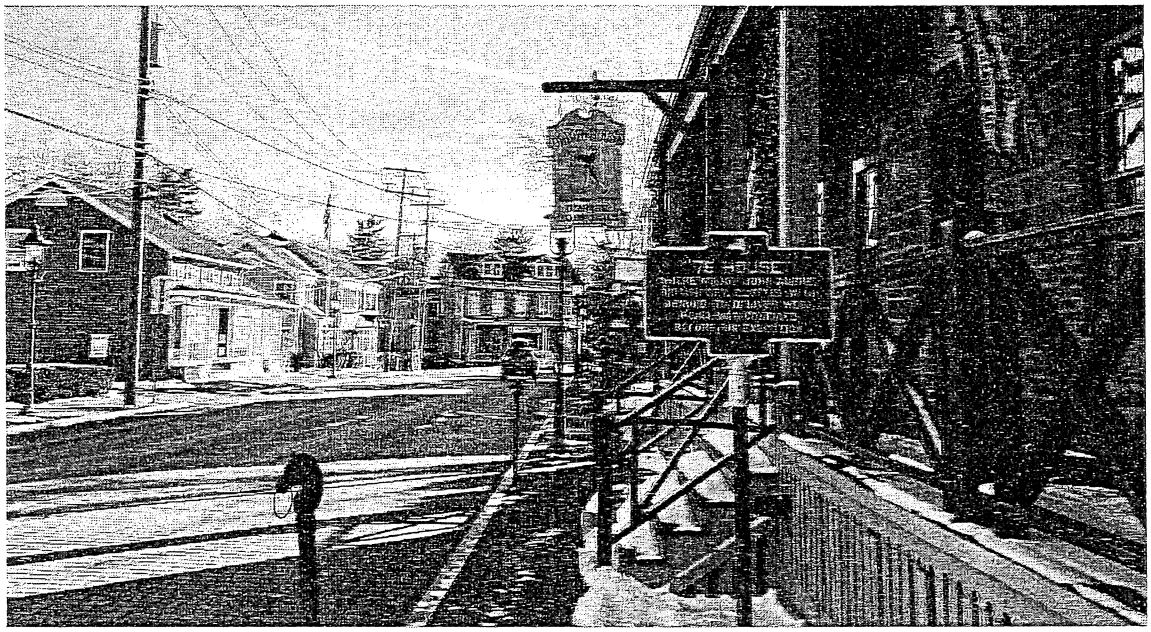
Brooklyn-Queens Expressway

The Rehabilitation or replacement of a 1.5-mile section of the Brooklyn-Queens Expressway (Interstate 278) between Atlantic Avenue and Sands Street in Brooklyn, NY, will encompass multiple bridge structures, ramps, and retaining walls, including the historic half-mile triple cantilever structure and complex connections to the Manhattan and Brooklyn Bridges. The highway was built in 1948 and does not meet interstate design standards. The highway's triple-cantilever segment, which consists of two highway bridges atop a local street and capped by a public park, is listed on the National Register of Historic Places for its pioneering engineering. In its current stage, the project involves targeted measures to prolong the life of the structure across the entire project corridor, which includes over 20 bridge structures in total. Future stages are the subject of the forthcoming Environmental Impact Statement.

As part of a consultant team, AKRF is preparing the environmental analysis in accordance with the National Environmental Policy Act, New York State Environmental Quality Review Act, and New York City Environmental Quality Review. This highway is located in a heavily developed area, surrounded by multiple parks, residential properties, and historic districts. Its unique design and narrow footprint result in numerous complex social, economic, and environmental considerations for any new or modified structures. The most complex studies of the environmental review will be historic resources, parklands, air quality, noise and vibration, visual and aesthetic resources, neighborhood character, construction impacts, and environmental justice. Because the project involves the alteration of historic properties and parklands, it will include an individual Section 4(f) evaluation.

Under a separate assignment, AKRF prepared a value capture analysis to assess value creation opportunities associated with selling or removing the asset, property taxes from new development, incremental tax revenues in adjacent neighborhoods, and economic development benefits. We evaluated risks, developed and applied financial models, and identified potential funding tools. The final report included our approach, methodology, and findings.

***Reference**: Tanvi Pandya, NYC DOT, 212-839-6583, tpandya@dot.nyc.gov | **Schedule**: 2017-Present*
***Project Cost**: $4.0 billion est. construction cost*



Orangetown Comprehensive Plan Update

AKRF was retained by the Town of Orangetown to update its Comprehensive Plan with a focus on current and future land uses, zoning, design, and community character; transportation, mobility, and parking; demographic trends and socioeconomic conditions; economic development; and open space and recreation, sustainability, green infrastructure, and climate resiliency.

AKRF first led a consultant team in facilitating on online survey and series of public workshops to gather community feedback, leading to the preparation of a vision and goals for the Comprehensive Plan. We are now working with the Comprehensive Plan Committee to refine implementation strategies, develop zoning recommendations, and to prepare the final Comprehensive Plan document. The plan will reflect the goals and recommendations of the Orangetown community and will serve as a blueprint for the town's growth and development in the coming years.

***Reference**: Teresa Kenny, Town of Orangetown, 845-359-5100, supervisor@orangetown.com |*
***Schedule**: 2021-Present | **Project Cost**: $150,000 est. fee*

Orange County Travel Demand Model Development

Orange County, NY

Orange County needed a travel demand model that would be sensitive to land use, roadway network and demographic changes. With limited household travel survey data, the county sought an alternative method to build the model they needed. CS delivered a fully functional and accurate travel demand model. Using LOCUS in combination with traffic counts and census data products we were able to provide significant time and cost savings to the County.

Client: Orange County Transportation Council
Client Contact: Lauren Bennet
Senior Transportation Planner
LBennett@orangecountygov.com
(845) 615-3856

Project Amount: $335,902
Project Dates: 4/1/2020 – 2/28/2021

City of Norwich, Downtown Revitalization Initiative (DRI)

Existing Broad Street

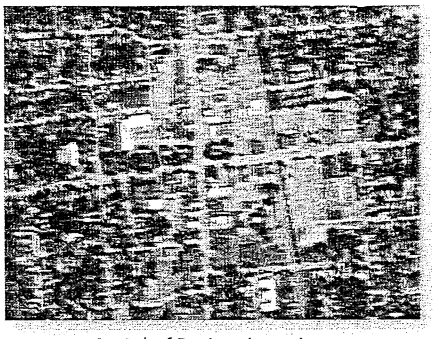
Lu Engineers was a subconsultant for the City of Norwich Downtown Revitalization Initiative (DRI) that included providing project templates to secure grants. Lu Engineers developed project templates, details and estimates for four projects:

- American Avenue conversion from one way to pedestrian only alleyway. Lu Engineers developed details and estimate for the conversion including providing al the street amenities for a pedestrian alleyway including tables and chairs, lighting, and green infrastructure. The project is located in the center of downtown in proximity to surrounding business and residences. The proposed project is intended to enhance the area's sense of place in the heart of downtown and is anticipated to attract residents, students, and tourists to the area.

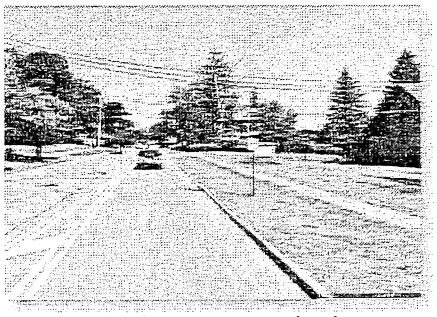
- Broad Street is the main arterial through the City of Norwich. Traffic volume is relatively high. The envisioned project developed is to provide streetscape and amenities, to create a multi-modal corridor that will encourage commuters and visitors to circulate through downtown Norwich within the DRI area. Lu Engineers detailed improvements and traffic calming features included replacing the sidewalks, constructing planters and green infrastructure, improving lighting by installing architectural historic lighting fixtures, providing EV charging stations, providing pedestrian amenities such as benches, trash receptacles, trees and signs.

- Main Street upgrade: Lu Engineers developed profile sheets and estimates to provide pedestrian amenities, add electric vehicle charger, improve streetscaping, replace sidewalks, benches, bicycle racks, trash receptacles, and lighting.

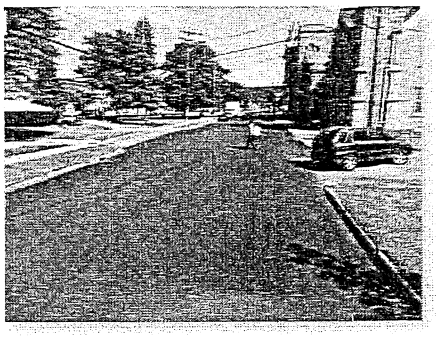
- Parking lots upgrades project to improve six parking lots throughout the City providing better access to downtown business and the DRI core. Lu Engineers developed templates for the upgrade detailed including replacing curb and drainage, mill, pave and restripe, incorporate planting beds, green infrastructure and trees, adding 2 to 4 EV charging stations and lighting.



Aerial of Project Location



Broad St. View to Cortland



Existing Main Street

Client: City of Norwich
Contact: Bergmann Associates,
Samantha Aldrich
Phone: 716.710.3934
Completion Date: 2022
Design Fee: $25K

Partnering with Clients and Communities to Provide Enduring Solutions.

luengineers.com

7. MBD/WBE/DBE PROGRAMS

6. MBE, WBE and DBE Programs

Fisher's team includes several team members to help us meet or exceed the MBE/WBE/DBE goals for this project. They include:

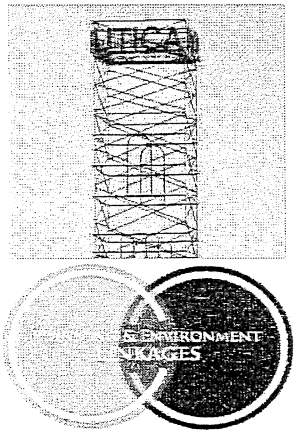
- Joseph C. Lu Engineering, PC (MBE/DBE)
- Highland Planning, LLC (WBE/DBE)
- Morton Archaeological Research Services (WBE)

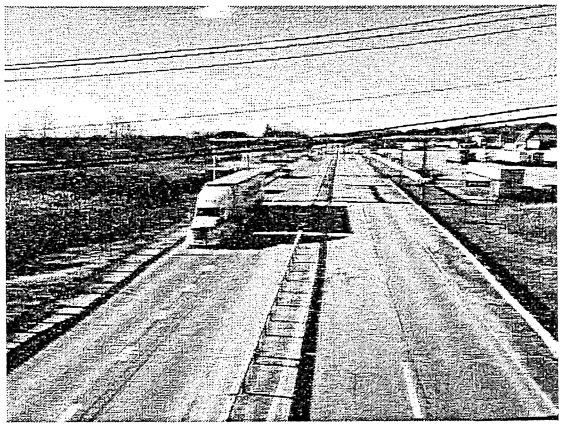
The level of their participation is demonsrated in the attached, and separately sealed Cost Proposal.

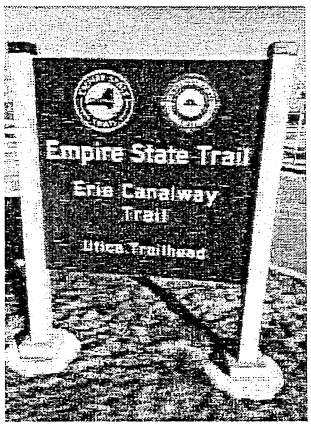
Response to RFP #2022-326 **COST PROPOSAL**

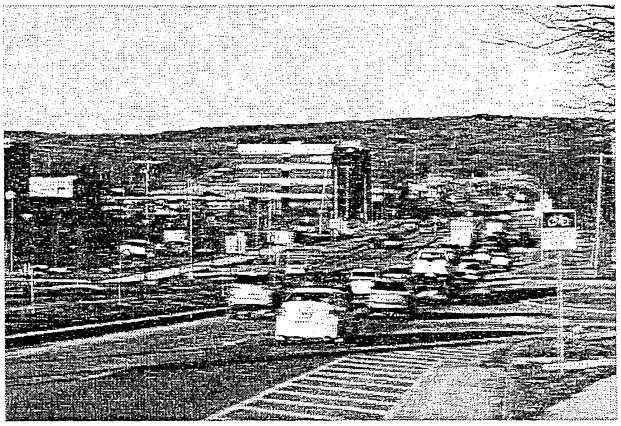
Transportation Corridor - Planning and Environmental Linkages (PEL) Study for the area of the I-90 Utica Interchange (Exit 31) at N. Genesse Street (NYS Route 921C)

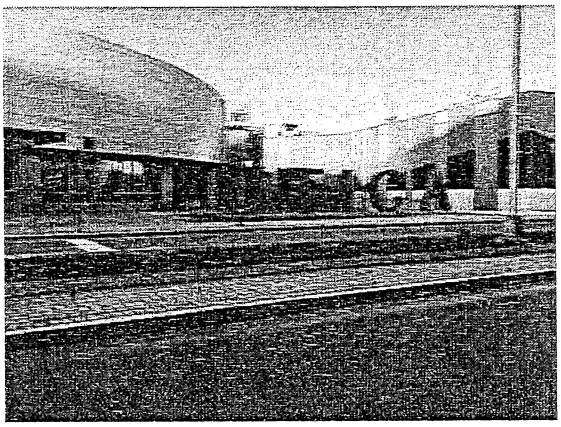
Herkimer Oneida Counties Transportation Council











Contact: Frank Armento, AICP CEP
(716) 858-1234
farmento@fisherassoc.com

FISHER ASSOCIATES

FISHER ASSOCIATES

Transportation
Land Development
Energy

February 24, 2023

Julie Richmond
Transportation Program Manager
Herkimer-Oneida Counties Transportation Council (HOCTC)
Boehlert Center at Union Station
321 Main Street
Utica, NY 13501

RE: Cost Proposal in response to RFP #2022-326: Transportation Corridor-Planning and Environmental Linkages (PEL) Study for the area of the I-90 Utica Interchange (Exit 31) at N. Genesee Street (NYS Route 921C)

Fisher Associates, P.E., P.S., L.A., D.P.C., (Fisher) is pleased to submit this separately sealed cost proposal attachments for your review in accordance with the above referenced RFP.

We appreciate the opportunity and stand ready to answer any additional questions you have.

Sincerely,

FISHER ASSOCIATES, P.E., L.S., L.A., D.P.C.

Frank J. Armento, AICP, CEP
Project Manager
716.858.1234 x306
farmento@fisherassoc.com

Don Naetzker, RLA
Director of Planning
585.334.1310 ext. 226
dnaetzker@fisherassoc.com

Attachments: Attachment 1: C-1 Forms
Attachment 2: MSA Agreement Exceptions (none)

Enclosures: Qualifications Proposal (under separate cover)

COST PROPOSAL

Utica PEL Study I-90 at N. Genesee Street			TASK 1: STUDY INITIATION		TASK 2: STUDY AREA		TASK 3: TRAFFIC ANALYSIS		TASK 4: ENVIRONMENTAL ANALYSIS		TASK 5: SOCIAL, ECONOMIC, & EQUITY ANALYSIS		TASK 6: PUBLIC ENGAGEMENT & INVOLVEMENT		TASK 7: PEL STUDY		TOTALS	EXPENSES	WBE	MVE
	Name	Title	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost				
TWM | Fisher	Don Naetzker, RLA	Principal-in-Charge	$240	20	$4,800	8	$1,920	0	$0	8	$1,920	8	$1,920	20	$4,800	40	$9,600	$24,960			
	Frank Armento, AICP	Project Manager	$200	80	$16,000	40	$8,000	20	$4,000	40	$8,000	20	$4,000	80	$16,000	120	$24,000	$80,000			
	Al Cowen	Assistant Project Manager	$160	40	$6,400	40	$6,400	40	$6,400	20	$3,200	8	$1,280	20	$3,200	40	$6,400	$33,280			
	Emily Smith	Quality Control	$240	8	$1,920	8	$1,920	8	$1,920	4	$960	4	$960	4	$960	20	$4,800	$13,440			
	Heath Lagoe	Project Engineer	$155	20	$3,100	20	$3,100	20	$3,100	4	$620	0	$0	20	$3,100	20	$3,100	$16,120			
	Peter Wlodarczyck	Project Engineer	$200	8	$1,600	20	$4,000	20	$4,000	0	$0	0	$0	0	$0	20	$4,000	$13,600			
	Sarah Martin	Planner	$95	40	$3,800	20	$1,900	0	$0	40	$3,800	20	$1,900	40	$3,800	80	$7,600	$22,800			
	Jonathan Peet	Landscape Architect	$200	8	$1,600	16	$3,200	0	$0	16	$3,200	20	$4,000	40	$8,000	40	$8,000	$28,000			
	Andrea Hel	Planner	$95	20	$1,900	20	$1,900	0	$0	20	$1,900	8	$760	20	$1,900	80	$7,600	$15,960			
	Michael M Oot	Environmental Scientist	$110	8	$880	0	$0	0	$0	80	$8,800	0	$0	0	$0	20	$2,200	$11,880			
	Patrick Macko	Associate Engineer	$95	20	$1,900	40	$3,800	40	$3,800	0	$0	0	$0	0	$0	80	$7,600	$17,100			
		SUBTOTALS TWM | Fisher			$43,900		$36,140		$23,220		$32,400		$14,820		$41,760		$84,900	$277,140	$4,080		
AKRF	Dan Abatemarco, Mike Beattie, Chris Calvert, John Neill, and others	Senior Officer	$250	4	$1,000	12	$3,000	24	$6,000	24	$6,000	16	$4,000	0	$0	16	$4,000	$24,000			
	Jennifer Hogan, Ashley Ley, and others	Officer	$240	84	$20,160	10	$2,400	8	$1,920	44	$10,560	12	$2,880	34	$8,160	29	$6,960	$53,040			
	Molly McDonald, Aubrey	Senior Technical Director	$225	62	$13,950	22	$4,950	32	$7,200	104	$23,400	8	$1,800	0	$0	96	$21,600	$72,900			
	Various	Technical Director	$210	0	$0	0	$0	0	$0	26	$5,460	10	$2,100	0	$0	0	$0	$7,560			
	Various	Senior Professional	$190	0	$0	36	$6,840	28	$5,320	52	$9,880	10	$1,900	2	$380	56	$10,640	$34,960			
	Various	Professional II	$155	0	$0	0	$0	0	$0	12	$1,860	0	$0	0	$0	16	$2,480	$4,340			
		SUBTOTALS akrf			$35,110		$17,190		$20,440		$57,160		$12,680		$8,540		$45,680	$196,800	$11,994		
CAMBRIDGE SYSTEMATICS	Puri, Nikhil	Travel Demand & Data Analyt	$344	10	$3,445	8	$2,756	40	$13,779	0	$0	0	$0	0	$0	0	$0	$19,980			
	Lamm, Christopher	Freight Lead	$322	0	$0	0	$0	40	$12,897	0	$0	0	$0	0	$0	0	$0	$12,897			
	Indrakanti, Suseel	Climate & Resilience Lead	$274	0	$0	0	$0	0	$0	40	$10,962	0	$0	0	$0	0	$0	$10,962			
	Khan, Mobashwir	Sr. Modeler	$269	0	$0	8	$2,149	100	$26,868	0	$0	0	$0	0	$0	0	$0	$29,017			
	Shabanian, Rira	Modeler	$229	0	$0	0	$0	130	$29,814	0	$0	0	$0	0	$0	0	$0	$29,814			
	Ramola, Mukta	Data Analytics	$177	0	$0	0	$0	80	$14,171	60	$10,628	0	$0	0	$0	0	$0	$24,799			
	Higgins, Christian	Planner	$173	8	$1,382	0	$0	100	$17,272	0	$0	0	$0	0	$0	0	$0	$18,654			
	Dannemiller, Kate	Analyst	$154	0	$0	0	$0	60	$9,212	0	$0	0	$0	0	$0	0	$0	$9,212			
		SUBTOTALS Cambridge Systematics			$4,827		$4,905		$124,012		$21,590		$0		$0		$0	$155,334	$27,000		
LU	Ramsey Kahli	QA/QC Engineer, Sr. Associate	$161	0	$0	8	$1,288	8	$1,288	0	$0	0	$0	0	$0	16	$2,576	$5,152			
	Paul Valente	Design Engineer	$150	0	$0	40	$6,000	40	$6,000	0	$0	0	$0	0	$0	64	$9,600	$21,600			
	Paula Borkowski	CADD Technician	$90	0	$0	8	$720	8	$720	0	$0	0	$0	0	$0	40	$3,600	$5,040			
		SUBTOTALS Lu			$0		$8,008		$8,008		$0		$0		$0		$15,776	$31,792	$0		$31,792
MORTON	Ann Morton	Owner and Principal	$125	0	$0	0	$0	0	$0	35	$4,375	0	$0	0	$0	0	$0	$4,375			
	Trevor Totman	Sr. Archaeological Tech	$55	0	$0	0	$0	0	$0	15	$825	0	$0	0	$0	0	$0	$825			
		SUBTOTALS Morton			$0		$0		$0		$5,200		$0		$0		$0	$5,200	$225	$5,200	
HIGHLAND	Tanya Zwahlen	Principal	$200	5	$1,000	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$1,000			
	Nancy Raca	Director of Engagement	$160	12	$1,920	0	$0	0	$0	0	$0	0	$0	214	$34,240	0	$0	$36,160			
	Susan Charland	Director	$160	0	$0	0	$0	0	$0	0	$0	0	$0	52	$8,320	0	$0	$8,320			
	Jen Topa	Manager	$125	0	$0	0	$0	0	$0	0	$0	0	$0	98	$12,250	0	$0	$12,250			
	Mike Henry	Community Outreach Assoc.	$110	0	$0	0	$0	0	$0	0	$0	0	$0	286	$31,460	0	$0	$31,460			
		SUBTOTALS Highland			$2,920		$0		$0		$0		$0		$86,270		$0	$89,190	$750	$89,190	
	SUB-TOTAL BY TASK				$86,757		$66,243		$175,680		$116,350		$27,500		$136,570		$146,356			$94,390	$31,792
																	Total Fee	$755,456		$94,390	$31,792
																	Estimated Expenses	$44,049	Percentage	12.49%	4.21%
																	TOTAL PROJECT	$799,505			

ATTACHMENT 1

APPENDIX C-1 FORMS

Appendix C-1

ONEIDA COUNTY CERTIFICATIONS

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.

3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Fisher Associates, P.E., L.S., L.A., D.P.C.	Roseann B. Schmid
Legal Name of Organization	Signature
2-17-2023	Roseann B. Schmid, P.E.
Date	Printed Name
	Chief Executive Officer
	Title

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION
(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Fisher Associates, P.E., L.S., L.A., D.P.C.
Legal Name of Organization

2-17-2023
Date

Roseann B. Schmid
Signature

Roseann B. Schmid, P.E.
Printed Name

Chief Executive Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Fisher Associates, P.E., L.S., L.A., D.P.C.
Legal Name of Organization

2-17-2023
Date

Signature

Roseann B. Schmid, P.E.
Printed Name

Chief Executive Officer
Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Fisher Associates, P.E., L.S., L.A., D.P.C.	Roseann B. Schmid
Legal Name of Organization	Signature
2-17-2023	Roseann B. Schmid, P.E.
Date	Printed Name
	Chief Executive Officer
	Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Fisher Associates, P.E., L.S., L.A., D.P.C.	
Legal Name of Organization	Signature
2-17-2023	Roseann B. Schmid, P.E.
Date	Printed Name
	Chief Executive Officer
	Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Fisher Associates, P.E., L.S., L.A., D.P.C.	Roseann B. Schmid
Legal Name of Organization	Signature
2-17-2023	Roseann B. Schmid, P.E.
Date	Printed Name
	Chief Executive Officer
	Title

SIGN AND RETURN WITH FULL PROPOSAL

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.

3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

AKRF, Inc.
Legal Name of Organization

2/14/23
Date

C.M. C
Signature

Christopher Calvert
Printed Name

Sr. Vice President
Title

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION
(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

AKRF, Inc.
Legal Name of Organization

2/14/23
Date

Signature

Christopher Calvert
Printed Name

Sr. Vice President
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

AKRF, Inc.
Legal Name of Organization

2/14/23
Date

Signature

Christopher Calvert
Printed Name

Sr. Vice President
Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

AKRF, Inc.
Legal Name of Organization

2/14/23
Date

C.M.C
Signature

Christopher Calvert
Printed Name

Sr. Vice President
Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

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The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

AKRF, Inc.
Legal Name of Organization

2/14/23
Date

CMC
Signature

Christopher Calvert
Printed Name

Vice President
Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

AKRF, Inc.
Legal Name of Organization

2/14/23
Date

C, M C
Signature

Christopher Calvert
Printed Name

Sr. Vice President
Title

SIGN AND RETURN WITH FULL PROPOSAL

Appendix C-1

ONEIDA COUNTY CERTIFICATIONS

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.

3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

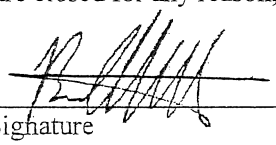
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Cambridge Systematics, Inc.
Legal Name of Organization

February 17, 2023
Date


Signature

Brad W. Wright
Printed Name

President & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION
(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

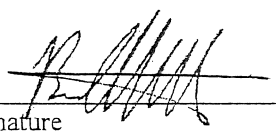
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Cambridge Systematics, Inc.
Legal Name of Organization

2/17/2023
Date


Signature

Brad W. Wright
Printed Name

President & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Cambridge Systematics, Inc.
Legal Name of Organization

2/17/2023
Date

Signature

Brad W. Wright
Printed Name

President & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Cambridge Systematics, Inc.
Legal Name of Organization

2/17/2023
Date

Signature

Brad W. Wright
Printed Name

President & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, each bidder, any person signing on behalf of any bidder and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that to the best of his/her/its knowledge and belief, that each bidder and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a (3) (b).

Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not identified on the Prohibited Entities List.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Cambridge Systematics, Inc.
Legal Name of Organization

2/17/2023
Date

Signature

Brad W. Wright
Printed Name

President & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Cambridge Systematics, Inc.
Legal Name of Organization

2/17/2023
Date

Signature

Brad W. Wright
Printed Name

President & CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

Appendix C-1

ONEIDA COUNTY CERTIFICATIONS

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.

3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Highland Planning, LLC	Tanya Mooza Zwahlen
Legal Name of Organization	Signature
February 14, 2023	Tanya Mooza Zwahlen
Date	Printed Name
	Principal / Owner
	Title

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION
(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Highland Planning, LLC
Legal Name of Organization

February 14, 2023
Date

Tanya Mooza Zwahlen
Signature

Tanya Mooza Zwahlen
Printed Name

Principal / Owner
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

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Highland Planning, LLC
Legal Name of Organization

February 14, 2023
Date

Signature

Tanya Mooza Zwahlen
Printed Name

Principal / Owner
Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

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By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

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Highland Planning, LLC
Legal Name of Organization

February 14, 2023
Date

Tanya Mooza Zwahlen
Signature

Tanya Mooza Zwahlen
Printed Name

Principal / Owner
Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

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Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

The County reserves the right to reject any bid from, or request for assignment for, a bidder that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder that is awarded a contract and subsequently appears on the Prohibited Entities List.

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Highland Planning, LLC	Tanya Mooza Zwahlen
Legal Name of Organization	Signature
February 14, 2023	Tanya Mooza Zwahlen
Date	Printed Name
	Principal / Owner
	Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

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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
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Highland Planning, LLC
Legal Name of Organization

February 14, 2023
Date

Tanya Mooza Zwahlen
Signature

Tanya Mooza Zwahlen
Printed Name

Principal / Owner
Title

SIGN AND RETURN WITH FULL PROPOSAL

Appendix C-1

ONEIDA COUNTY CERTIFICATIONS

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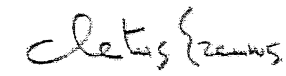
Joseph C. Lu Engineering, PC
Legal Name of Organization

2/20/2023
Date


Signature

Cletus Ezenwa, PE
Printed Name

President and CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION
(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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.

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Joseph C. Lu Engineering, PC
Legal Name of Organization

2/20/2023
Date

Cletus Ezenwa
Signature

Cletus Ezenwa, PE
Printed Name

President and CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

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Joseph C. Lu Engineering, PC
Legal Name of Organization

2/20/2023
Date

Cletus Ezenwa
Signature

Cletus Ezenwa, PE
Printed Name

President and CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

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By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

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Legal Name of Organization

2/20/2023
Date

Cletus Ezenwa
Signature

Cletus Ezenwa, PE
Printed Name

President and CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

IRAN DIVESTMENT ACT COMPLIANCE CERTIFICATION
(GML § 103-g)

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Additionally, the bidder is advised that any bidder seeking to renew, extend or assume a contract award in response to this solicitation, must certify at the time the contract is renewed, extended or assigned, that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment that is in violation of the Act within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder in default.

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The word "bid" shall be construed as if it read "proposal" and the word "bidder" shall be construed as if it read "Applicant", whenever the sense of this certification so requires.

Joseph C. Lu Engineering, PC
Legal Name of Organization

2/20/2023
Date

Cletus Ezenwa
Signature

Cletus Ezenwa, PE
Printed Name

President and CEO
Title

SIGN AND RETURN WITH FULL PROPOSAL

PURCHASE OF TROPICAL HARDWOODS PROHIBITION CERTIFICATION
(SFL § 165)

Pursuant to Section 165 of the State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal that proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or

2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or

3. Where the contracting officer finds that:
   a) No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
   b) The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
   c) The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief, she/he/it is not submitting a bid which would be deemed non-responsive.

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Joseph C. Lu Engineering, PC
Legal Name of Organization

2/20/2023
Date

Cletus Ezenwa
Signature

Cletus Ezenwa, PE
Printed Name

President and CEO
Title

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Appendix C-1

ONEIDA COUNTY CERTIFICATIONS

IT IS UNDERSTOOD AND AGREED BY THE OFFEROR THAT:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.

2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Offeror (hereinafter the "Applicant") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Applicant.

3. Submission of a proposal will be deemed to be the consent of the Applicant to any inquiry made by the County of third parties with regard to the Applicant's experience or other matters relevant to the proposal.

4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.

5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.

6. Any significant revision of the approved proposal shall be requested in writing by the Applicant prior to enactment of the change.

7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.

8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Applicants acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Applicants are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Morton Archaeological Research Services
Legal Name of Organization

2/16/23
Date

A.E.W. Morton
Signature

Ann Morton
Printed Name

Owner and Principal
Title

SIGN AND RETURN WITH FULL PROPOSAL

NON-COLLUSION CERTIFICATION
(GML § 103-D)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I further certify that I have not, nor has my organization, been disqualified to contract with any municipality and I am, and/or my organization is, in a position to accept any contract subject to the provision of Section 103-d of the General Municipal Law.

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Morton Archaeological Research Services
Legal Name of Organization_____
__2/16/23_____
Date

_____A.E.W Morton_____
Signature
Ann Morton_____
Printed Name
Owner and Principal
_Title_____

SIGN AND RETURN WITH FULL PROPOSAL

SEXUAL HARASSMENT PREVENTION CERTIFICATION
(Lab. Law § 201-g)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of his/her/its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the Labor Law.

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Morton Archaeological Research Services
Legal Name of Organization_____
__2/16/23_____
Date

A.E.W Morton
_____
Signature
Ann Morton_____
Printed Name
Owner and Principal
_Title_____

SIGN AND RETURN WITH FULL PROPOSAL

RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION
(Res. No. 249 of 1999)

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that the bidder agrees to:

1. Comply with all applicable Federal, State and Local Statutes, rules and regulations, as may be amended, relating to the generation and disposition of recyclables and solid waste; and

2. Deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority (hereinafter the "Authority"), all wastes and recyclables generated within the Authority's service area by performance of this contract by the bidder and any subcontractors. Upon awarding of this contract, and before work commences, the bidder will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area that are generated by the bidder and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

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Morton Archaeological Research Services
Legal Name of Organization_____
__2/16/23_____
Date

A.E.W Morton
_____
Signature
Ann Morton_____
Printed Name
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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.

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Date

A.E.W Morton
_____
Signature
Ann Morton_____
Printed Name
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_Title_____

SIGN AND RETURN WITH FULL PROPOSAL

ATTACHMENT 2

MSA AGREEMENT EXCEPTIONS

Fisher Associates has reviewed the Master Service Agreement in Appendix D and takes no exceptions.

EXHIBIT D

(Final Detailed Scope of Work)

Fisher Associates Prime Consultant- Detailed Scope of Work

Subconsultant team: Cambridge Systematics, Inc., AKRF, Inc., Joseph C. Lu Engineering, P.C., Highland Planning, LLC, Morton Archaeological Research Services

Task 1: Study Initiation

With Fisher's leadership and management, the entire Fisher Team will collaborate on meetings, communications, and project reporting. The following critical components will guide the planning process.

1) Internal Study Kick-Off: The Fisher Team will conduct a meeting between the HOCTC, NYSDOT, NYS Thruway Authority, FHWA, City of Utica, and Oneida County, to initiate work on the project. This first meeting will accomplish the following:

   - Confirm the approach to completing the PEL, the scope of work, tasks, and deliverables,
   - Receive up-to-date copies of all reports, data, and studies relevant to this project,
   - Confirm roles and expectations,
   - Review the project schedule, including the schedule for future meetings, and
   - Establish/discuss a preliminary list of issues and opportunities, as well as a vision for the Plan.

2) Technical Advisory Group (TAG): Our Team will conduct 8 TAG meetings, to be made up of HOCTC, Oneida County, City of Utica, NYSDOT Region 2, NYS Thruway Authority, the Consultant team, and FHWA. The initial meeting will include the outlining of a TAG Work Plan and a Stakeholder and Engagement Plan. This will include a review and discussion of the PEL approach, coordination with FHWA, NYSDOT, NYSTA, local government partners, the public involvement process, and additional topics relevant to start-up.

3) Comprehensive Management Control Plan: The team will develop a Comprehensive Management Control Plan that documents the process used for this project. The Management Plan will include a work plan, schedule, cost breakdowns, budget tracking, milestones, key contacts, and a quality control plan. The schedule will include agreed-upon review times for all deliverables as well as the identification of critical path tasks and items. The schedule will be revisited quarterly and updated as needed in response to the monthly update on the percent complete of each task. Revisions to the project schedule will be made to accommodate any unforeseen delays. All revisions will be approved by the HOCTC Project Manager.

   Each team member has their own internal quality assurance and control (QAC) processes, and together the Management Plan will include a process for inter-team QAC.

   MS Teams will be used as a platform for communications, filing, and posting.

4) Meetings: Fisher will prepare for and participate in HOCTC management meetings (approximately every other week) and shall provide documentation of the meetings such as agendas, presentation materials, stakeholder coordination, and meeting minutes. Meetings will include in-person and virtual meetings (50% minimum to be in-person), with some meetings held in a hybrid format for

efficiency. Bi-weekly meetings will be virtual and limited to one hour or less. An initial in-person site visit will be included to become familiar with field conditions.

5) Management Communications: Fisher will provide a monthly update on the Study schedule by task, indicating percent complete. Information on specific task activities to assist NYSDOT Region 2 in the development of a Primavera P6 schedule will be provided, including activity predecessor and successor relationships, planned durations, work schedules, assigned resources, monthly resource usage, and estimated hours.

6) Stakeholder Management and Agency Coordination Plan: Following development of a pre-determined list of stakeholders agreed to by HOCTC, Fisher will host a minimum of four (4) Consultant/Stakeholder meetings. Additionally, individual interviews will be conducted with up to 10 identified stakeholders to understand their respective interests, goals, issues, and desired outcomes. An interview template will be prepared and used for these interviews. An overall summary of interview issues will be prepared, and the results will be part of the public participation plan. These interviews will be conducted on-line, by phone, or in-person.

   Fisher will develop an Agency Coordination Plan that will identify critical issues and problems, recommend levels and means of public involvement, identify agencies within the study area and levels of consultation, identify other public, agency and private stakeholders, list planned community events, describe participation methods, and assist the Project Manager with ongoing agency coordination. Involved agencies anticipated to be involved in the study planning process include but are not limited to HOCTC, City of Utica, FHWA, NYSDOT, NYSTA, and Oneida County. Coordination with interested agencies will also be a part of this effort.

7) Standard Software: Standard software such as Microsoft Office, Microsoft Teams, Adobe, CADD, TransCAD, ESRI, Synchro, SimTraffic, Highway Capacity Manual (HCM), VISSIM, and Primavera P6 may be utilized as appropriate to the task. Other software may be used as agreed to by the Project Manager. A Sharepoint file sharing site will be set up by the Fisher team for consultant and agency use throughout the project.

Task 1 Deliverables

1. Internal kick-off meeting
2. TAG Start-up Meeting
3. Comprehensive Management Control Plan
4. Stakeholder and Agency Coordination Plan
5. Sharepoint file-sharing site

Task 2: Study Area Conditions Assessment

The Fisher team will provide the full Scope of Work (SOW) outlined in the RFP. This includes:

- Development of a Study Area Conditions Assessment Report
- A thorough assessment of the history of the Study Area
- A full documentation of the existing transportation system
- The provision of traffic control relative to any condition and/or assessment work being performed

The study area includes a major connection between the NYS Thruway and the local road network. It is a primary gateway from the NYS Thruway to the City of Utica and is an important connection for commerce, which could be leveraged for greater use in economic development as well as access to entertainment and the increase in tourism. The Fisher Team understands the transportation infrastructure in the region, the important connections the study area makes for highway and local travel and understands what needs to be included in defining a study area as well as how the existing transportation system and traffic patterns need to be considered. While land use, the physical infrastructure and, sometimes, environmental conditions are typically assessed when evaluating a site, the transportation and traffic conditions are paramount in the assessment of this study area. The connections to other interstates, roadway entries and exit points, and connection points to surrounding residential neighborhoods and commercial businesses must also be considered. For this project, these connections are pivotal for the correct characterization of the study area.

As a first step, the Fisher Team will confirm the study area boundaries and composition, noting whether any additional considerations/areas should be included as part of the scope of study. This will be done through those important, initial conversations with HOCTC and the TAG. Through these discussions, the team will confirm the extent of the study area boundaries.

The Study Area Conditions Assessment report will summarize local and regional land use plans, statewide land use and multi-modal planning, and any known or pending projects in the area to ensure the concepts developed will be consistent with local, approved planning. The report's preparation will be coordinated with the work under Task 5 to incorporate a summary of the demographic profile within and around the study area.

The document will disclose the existing conditions of the study area, which includes past and future land use and development, the existing highway and roadway features on site including right-of-way, drainage features, functional classifications, roadway dimensions and traffic controls, mass transit, pedestrian, and bicycle features. These features will be described, with a general assessment of safety. Nonstandard features will also be noted, with reference to the pertinent section of the NYSDOT Highway Design Manual and note if those features contribute to high accident rates.

A general classification of users will be summarized using readily available data. A traffic or user survey (buses, emergency vehicles, farm vehicles, etc.) will not be conducted. Geographic locations of origins and destinations as well as likely trip purpose and distances will be generically categorized as part of this assessment, with the understanding that this information will be assessed more in Task 3. The report will also include sections detailing the existing transportation system and traffic controls.

Through the team's coordination with the TAG, site conditions that are not readily apparent will also be documented, such as issues and general knowledge shared by TAG participants. A section of this report will identify these site issues as well as deficiencies (needs) in the study area. This information will be used as a basis for the development of the purpose and need for the project as well as in the estimate of a timeline as of when these deficiencies have been or will be realized.

The Study Area Conditions Assessment will include summaries of all readily available resource information. All sources will be cited in the report and copies of that source material will be saved for the project file.

Task 2 Deliverables
1. Technical Memorandum #1 - Study Area Conditions Assessment

Task 3: Traffic Analysis

The Fisher team will provide the full SOW outlined in the RFP. This includes:

- Traffic Data Development
- Capacity & Level of Service Analysis
- Traffic Operational Analysis
- Origin & Destination Study
- Freight Analysis
- Travel Demand Forecasting
- Multi-Modal Transportation Analysis
- Safety & Accident Analysis

Automobile traffic makes up the largest share of traffic in Herkimer and Oneida Counties, making the roadway network the primary element of the transportation system. Both passenger vehicles and freight are prominent modes on state, county, and local roadways, while other modes are becoming increasingly important.

The diversity of the region's development patterns - urban and rural - creates a varied set of roadway connectivity challenges. The region's primary interstate, I-90 (NYS Thruway) connects a number of larger metropolitan hubs, catering to a large proportion of through traffic. The facility is tolled and is outfitted with cashless gantries upstream and downstream of Exit 31. There are key east-west roadways in the region such as NYS Routes 5 and 5s and 20 that have historically served as alternatives to the Thruway and can continue to do so.

A key component of a PEL study is a comprehensive traffic analysis which entails understanding existing and future *demand* and *traffic operations*. This includes an analysis of passenger and freight origin-destination patterns, future growth, traffic volumes, and a level of service analysis, while maintaining a focus on multi-modal transportation issues, safety, and equitable transportation. Our approach will include:

- *Discussion About Priorities & Available Tools*: The Traffic Analysis task will begin with a discussion with the client about priorities and tradeoffs, and the identification of available data, traffic models and prior studies that may be relevant to this study. While the scope of this study is extensive, a clear understanding of priorities will allow the team to deliver the project in a timely manner.

- *Traffic Data Assembly:* The consultant team's intimate knowledge and familiarity with relevant data will allow them to assemble and analyze data efficiently. Teaming partner Cambridge Systematics (CS) has a long history of working with data collected from a variety of sources. Their expertise in developing validation databases from a variety of sources, helps in expediting the validation process, while maintaining the highest quality of validation. The validation databases fuse data from a variety of highway counts and transit ridership data, to form a cohesive validation database. A big part of this exercise is to prioritize databases and ensure consistency, before model validation. In addition, the CS team has an intimate understanding of speed and performance metrics from the National Performance Management Research Data (NPMRDS) in New York and other markets across the country.

  Finally, the team has access to third party data sources that provide passenger and truck origin-destination flows. CS proposes to use TomTom as the data source for this effort.

  The consultant team will develop an inventory of available and required data for the project, and coordinate with HOCTC and NYSDOT to collect traffic data within the Detailed Study Area outlined in the RFP.

- *Transportation Modeling*. The consultant team brings national expertise in transportation modeling, using industry best practices. CS offers the largest group of transportation modelers and data analytics in the US, with staff who have authored guidebooks on innovations in modeling and validation[1]. CS has expertise in a variety of modeling tools, from the simplest sketch-planning tools to the most complex activity-based models in the country. Our team is proficient with and will utilize traffic analysis tools such as the Highway Capacity Software (HCS), to more sophisticated micro- and mesoscopic tools used to simulate traffic conditions, congestion, and produce highway levels of service.

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[1] **Travel Model Validation and Reasonableness Checking Manual - Second Edition** (https://www.fhwa.dot.gov/planning/tmip/publications/other_reports/validation_and_reasonableness_2010/index.cfm)

Travel Demand Forecasting

Teaming partners are able to work with any available model used to forecast traffic for this project. However, in light of the fact that HOCTC does not have an updated travel demand forecasting model, we propose developing a *data-driven model that is sensitive to land-use, travel time,* at a minimum. This is important so that the project team can test scenarios that include changes in population and/or employment, changes in alignments, and network, if necessary.

Customized Approach

We propose building a data-driven modeling framework that would allow the client to build a longer-term regional model for other modeling applications including PEL, other corridor studies and Long-Range Transportation Plans (LRTP), if needed.

At the outset, we will work with HOCTC staff to identify big data sources that could be used to develop the modeling framework, with an emphasis on data quality and process efficiency. The sources were identified and will contain travel flows broken down by geography, time period, and possibly estimates by travel by mode. The data-driven models developed thus far by teaming partner CS provides the universe of passenger trips and can be supplemented by other data sources for transit and freight, if applicable. We have also used other third-party platforms that will be recommended based on project needs, data quality, and cost.

Origin-Destination Travel Patterns

- *Regional patterns* - We will use the big data platform TomTom, to understand regional travel patterns including origins-destinations, travel by time period, and local versus out-of-region travel. These attributes are important from the standpoint of understanding and therefore modeling travel behavior.

- *Local patterns (operational)* – The same data source will be used for an operational analysis, i.e., origin-destination flows on the Exit 31 ramps that will feed directly into the traffic level of service analysis.

Data Driven Travel Demand Model

The steps to develop a data-driven model and forecasts using the model are explained below:

1. Work with HOCTC staff to define a study area, which could differ from the traffic analysis study area to account for external traffic traveling into, out of, and throughout the region. Teaming partner CS has partnered with TomTom, a vendor of operational data, to provide insights on operational patterns. TomTom data will provide facility specific information through an interactive interface including:

    - Origins and destinations of vehicles using the Thruway;

- On/off ramp movement patterns;
- Average speeds by facility; and
- Proportion of external to internal traffic

The TomTom data coupled with traffic volume data, will serve as the basis for an existing conditions model. and origin-destinations from the select link analysis will be used to estimate external travel.

2. Develop passenger and truck origin-destination flows for a predefined study area, using the aforementioned data. The origin-destination matrix will be developed at a predetermined geographic level of detail such as a traffic analysis zone (TAZ) or a Census Block Group.

3. The consultant team will leverage the population and employment forecasts developed by the Cornell Program on Applied Demographics PAD forecasts to understand existing and future growth patterns.

4. A study area network will be developed using sources such as the TomTom network, an older version of an HOCTC TransCAD model and other available sources. It is noted that if HOCTC cannot provide the TransCAD model, the TomTom network or other open-source networks will suffice.

5. The model developed will assign trip matrix to the network developed for the subarea. This model will be sensitive to changes in demographics and land use, changes in travel time, and cost. It will not be sensitive to shifts in mode, given the low regional transit share. However, transit impacts can be analyzed qualitatively and informed by the available data.

6. A Fratar method will be used to reflect growth in trips as a result in population and employment growth. In order to reflect changes in routing due to infrastructure changes, the team will calculate travel time changes and apply route choice shifts based on accessibility changes.

7. Models will be developed for the following conditions:

    - Existing (2023) – AM & PM period
    - Future Estimated Time of Completion (ETC) – AM & PM period
    - Future ETC + 10 – AM & PM period
    - Future ETC + 20 – AM & PM period

The AM and PM peak period link level flows will be converted into peak hour flows to feed into the traffic level of service (LOS) analysis, using post-processing.

Traffic Level of Service Analysis

Existing traffic flows derived from the demand forecasting process will be used to feed into the traffic analysis software such as Highway Capacity Software (HCS) and Synchro to produce existing LOS. The team will also collect and summarize bicycle, pedestrian, and transit data within the Study Area.

Multimodal activity along local roadways and on dedicated bike facilities will be documented. Our team will evaluate roadways in the vicinity of NYS Thruway Utica Interchange 31 for compliance with PROWAG and ADA requirements and for compliance with Complete Streets design standards. This evaluation will be summarized in a matrix indicating the level of compliance or completeness.

Intersection Capacity Analysis

The team will perform a capacity analysis at each of the study intersections within the Detailed Study Area outlined in the RFP using the Synchro traffic modeling software to evaluate intersection service conditions for average delay per vehicle and level-of-service (LOS). Intersection capacity analyses will be conducted for the weekday AM and PM peak hours under the following scenarios:

- Existing (2023) conditions
- Future Estimated Time of Completion (ETC) conditions (No Action and for feasible concepts)
- Future ETC + 10 (Minor Intersection Reconstruction Design Year) conditions (No Action and for feasible concepts)
- Future ETC + 20 (Major Intersection Reconstruction and Bridge Design Year) conditions (No Action and for feasible concepts)

The intersection capacity analyses will be summarized in tabular form.

Highway Capacity Analysis (I-90 Mainline and Ramps)

The team will perform capacity analyses at each of the study mainline and ramp merge/diverge segments within the Detailed Study Area outlined in the RFP using the Highway Capacity Software (HCS) traffic modeling software to evaluate highway service conditions for density and level-of-service (LOS). The highway capacity analyses will be conducted for the weekday AM and PM peak hours under the following scenarios:

- Existing (2023) conditions
- Future Estimated Time of Completion (ETC) conditions (No Action and for feasible concepts)
- Future ETC + 10 (Minor Intersection Reconstruction Design Year) conditions (No Action and for feasible concepts)
- Future ETC + 20 (Major Intersection Reconstruction and Bridge Design Year) conditions (No Action and for feasible concepts)

The highway capacity analyses will be summarized in tabular form.

Safety Assessment

The team will request the most recent three (3) years of available crash data records from the New York State Department of Transportation's (NYSDOT) CLEAR system for key roadways within the Detailed Study Area outlined in the RFP. Depending on the request, the crash data from CLEAR will be provided by HOCTC

or NYSDOT Region 2. All data will be summarized in tabular form to determine general vehicular safety conditions in the study area. Collision diagrams are not included in this scope of work.

Multi-Modal Assessment

Based on the data collection and the safety assessment, the team will identify existing multimodal needs and deficiencies and opportunities to improve multimodal transportation in the Study Area. This includes improving the safety and efficiency of the individual modes of transportation and identifying opportunities to enhance connections between the transportation modes. This will build upon the initial assessment of these facilities identified in Task 2 for the Site Conditions Assessment.

Add-on Task Option 3 (a) – VISSIM Microsimulations

The team has the capabilities to develop a VISSIM microsimulation model for select locations in the study area. Unlike standard traffic analysis tools, the VISSIM microsimulation is capable of modeling multiple modes of transportation (passenger vehicles, pedestrians, bicyclists, buses, trucks, etc.) within one environment, truly capturing how each mode will operate and interact with other transportation modes and replicating multiple activities (parking, drop off and pick up operations, etc.). The VISSIM microsimulation model also provides a three-dimensional representation and video capture of these simulations, which is beneficial when presenting to stakeholders and the public.

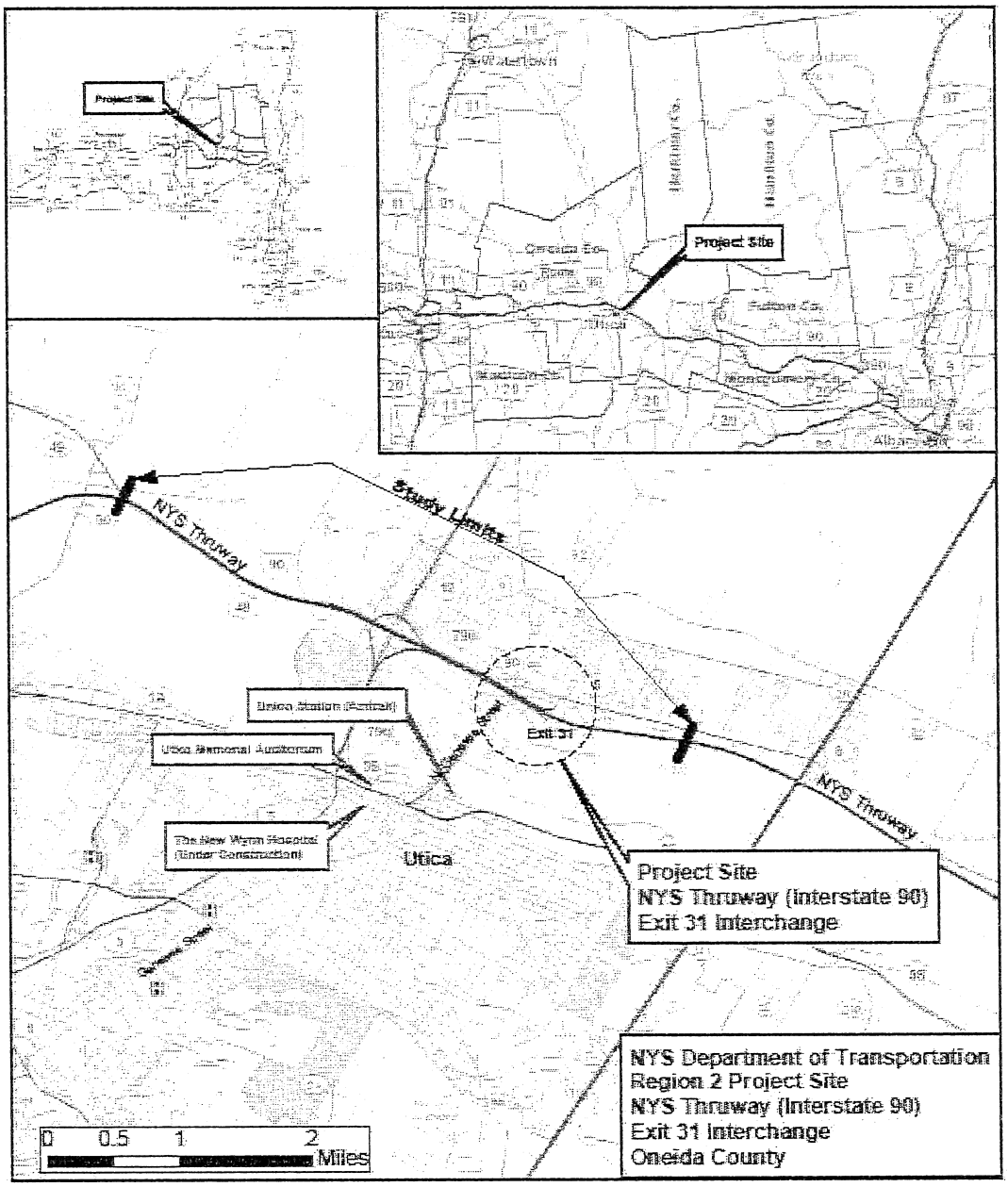
While the VISSIM model is able to produce intersection delays, queues, etc., for this assignment VISSIM will only be used as a presentation tool to present the transportation system for the future No Action and Action condition. Therefore, calibrated and validated existing conditions models will not be developed and only one peak hour scenario, selected based on the results of the HCS and Synchro analyses, will be developed.

VISSIM Add-On Assumptions:

- A validated/calibrated existing conditions model will not be developed
- The No Action and Action VISSIM models will be informed by the Synchro and HCS analyses however it should be noted results may not match between the three software packages.
- One peak hour simulation (AM peak hour OR PM peak hour) will be developed.
- The study area is assumed to be area generally identified in the area presented in the Figures 1 & 2 below:

The Study area is located in Oneida County, New York State. The Study area encompasses a portion of the City of Utica and borders the Towns of Marcy and Deerfield. Specifically, the area is centered on the Route 921 C (North Genesee Street) corridor, New York State Thruway (I-90) Utica Interchange 31 and all ramps, I-790, Auert Ave., Herkimer Road, River Road., Leland Ave., and NYS Routes 49, 5/8/12, and 5.

Figure 1. General Study Area



Detailed Study Area

The detailed study location boundary is shown to focus on the significant area of concern. The transportation network within the Study is complex and integrated; it should be recognized that analysis and proposed solutions may and can extend beyond the boundary shown.

Figure 2. Detailed Study Area

Add-on Task Option 3(b) – Additional Analyses and Assessments (Intersection Capacity, Highway Capacity, and Safety)

It is recognized that analysis and proposed solutions may and can extend beyond the Detailed Study Area outlined in the RFP. If the identified study area is larger than the Detailed Study Area, the team can perform additional intersection and highway capacity analyses and safety assessments to evaluate potential operational and safety solutions.

Task 3 Deliverables

1. Technical Memorandum # 2 – Traffic Analysis Report

Task 4: Environmental Analysis

The Fisher team will provide the full SOW outlined in the RFP. This includes:

- Terrestrial & Aquatic Ecology
- Cultural Resource Screening
- Cultural Resource Survey
- Terrestrial & Aquatic Impact
- Mitigation Measures
- Environmental Scan
- Permit & Certification Requirements
- NEPA, SEQRA & Permit Classifications & Needs
- Section 6(f) of LWCF Evaluation
- Severe Weather Impacts
- Climate Change Mitigation for Concepts

For the environmental analysis, the Fisher Team has multiple staff and resource experts in the region, which will provide an efficient site visit for natural and cultural resources. The level of detail proposed in our approach will provide HOCTC the appropriate amount of information for the PEL as well as comprehensive understanding of the issues that need further investigation during the NEPA/SEQRA environmental review processes.

While the Fisher Team will conduct site visits to determine the terrestrial and ecological characteristics of the study area, the majority of the information gathered for the environmental analysis will be follow up to that with desktop research of resources. Team member AKRF has several natural resource specialists and a wetland scientist local in the area that will conduct this visit.

There are many online resources of verified and accepted data that can characterize conditions for an area. To determine the condition of the study area, a desktop review of relevant natural, cultural, social,

and demographic information will be conducted (See Task 5 for additional information for social, demographic, and equity data collection methods and evaluations). The Team will also contact natural resource agencies for up-to-date information, through standard letter correspondence and database research. This will identify any potential issues related to federally endangered, threatened, or other special status (including state listed) species on site. Cultural resources will also be investigated through online research.

As stated in the RFP, the team will not conduct a wetland delineation, but use readily available information from USACE, NYSDEC, and field observations to determine the wetland characteristics of the area. That will be used to create estimates of wetland areas through GIS mapping. During the field visit, wetland cover types will be noted as well as dominant plan species and probable wetland functional values. These will be summarized, with any areas of significant concern being noted as needing further investigation; a full delineation report will not be prepared at this stage of the project.

Cultural resources will be handled similarly, with a site visit and online research of the New York State's Cultural Resources Information System and New York State Department of Education and available information from local sources such as the Oneida County History Center and City of Utica Scenic and Historic Preservation District. AKRF and Morton Archeology regularly works with the New York State Historic Preservation Office (SHPO), conducting survey and site examinations and we have a local resource specialist in the region to conduct this on-site work. The resulting cultural resource survey report will be submitted to SHPO and serve as an appendix to the Environmental Analysis Report.

Task 4 Deliverables

1. Technical Memorandum # 3 – Environmental Analysis Report

Task 5: Social, Economic & Equity Analysis

Team member AKRF has technical experts on the forefront of environmental, social, equity, and environmental justice analyses. This work will be coordinated with Task 3 regarding the existing conditions in and nearby the project site.

The socioeconomic analysis will include desktop data collection from sources including the U.S. Census, other readily available land use and socioeconomic data sets, as well as local agency coordination to identify:

- General population within and adjacent to the study area
- Land use characteristics and trends
- Future development plans for the area
- Factors affecting community cohesion and neighborhood character
- Business types, sectors/districts, and corridors

- Local and regional economic trends
- Community facilities and open space resources

This information will be summarized and used in the analysis of concepts considered as part of the PEL. This work will be coordinated with other tasks to gain a comprehensive understanding of site conditions, transportation needs and constraints, as well as environmental and socioeconomic effects (beneficial and adverse). In the evaluation of concepts, the Fisher Team will develop, as appropriate, any measures or concept refinements that can avoid, minimize, or mitigate adverse impacts.

The analysis will include the identification of transportation equity issues within the Study Area Team for the concepts to be documented in the PEL study. Fisher and AKRF are well versed in FHWA's guidance and advisories, including FHWA Technical Advisory 6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) documents*, Executive Order (EO) 12898 – Environmental Justice, and other Department of Transportation and Council on Environmental Quality (CEQ) documents that establish policies and procedures to use in complying with EO 12898. The principles of environmental justice including Justice 40 reflected in the orders and guidance document are directly related to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin.

Our team regularly works with large, regional datasets and these data are readily available through electronic resources. These projects typically involve large data sets that require interpretation, analysis, and translation of these data and analysis results for non-technical readers/reviewers.

Team member AKRF has technical experts that specialize in these socioeconomic analyses using the latest racial equity and displacement reports and tools for project analyses. FHWA's guidance regarding environmental justice and equity will be applied during this analysis, as applied with federal NEPA reviews, and will be considered in this PEL process to make sure any evaluations are consistent with and can be carried forward into the subsequent environmental review process.

The Fisher Team analysis will consider whether minority populations and/or low-income populations (referred to herein as environmental justice populations) would experience potential adverse environmental effects from a project's implementation and whether such impacts would fall disproportionately on those populations. Where such effects are identified, federal agencies are to identify mitigation for those effects and conduct outreach to the affected populations to seek their input on the impacts and mitigation. A similar analysis is required pursuant to New York State Department of Environmental Conservation policy guidelines where a proposed action requires a permit from that state agency. Our analysis will provide the information in order to satisfy applicable environmental justice analysis requirements under the PEL process as well as be consistent with any subsequent, more in depth NEPA/SEQRA review.

Task 5 Deliverables

1. Technical Memorandum # 4 – Social, Economic, and Equity Analysis

Task 6: Public Engagement & Involvement

The Team's public engagement philosophy, spearheaded by Highland Planning, is heavily influenced by the International Association of Public Participation's (IAP2) process, an approach designed to ensure clarity, equity, and robust engagement. A toolbox with more than 100 different virtual and in-person public engagement techniques, will be tailored to the needs of this project.

This is a large and complex project with many stakeholders, and we will strive to give equitable opportunity to all voices during the engagement process. The importance is making special efforts to reach low-income and minority communities, by using one of our core values "Go to Them," as both a strategy and approach to working within these communities. Using door-to-door outreach, pop-up events, and mobile intercepts high-quality input is gathered in a short time. By actively tracking results and continuously adapting, community input can be captured to inform the study as it is progressed.

In addition, as experts in public engagement on transportation-related projects, we understand the changing landscape of mobility. Safe, multimodal, equitable transportation is the way of the future, and transportation infrastructure projects must take into account the future needs of residents, workers, visitors, and through-travelers. To support decisions on mobility, we design engagement activities that allow stakeholders to share their input on a variety of transportation needs and opportunities, including equal access to the network for pedestrians, bicycles, micro-mobility, and ride sharing, increased system safety, and enhanced community mobility experiences.

Our Approach

Our team recognizes that an effective outreach strategy is critical to the success of any project. We begin the outreach process by clearly defining the decision to be made, the decision-maker, the timeframe for the decision, and the aspects of the decision that can be affected by the public. This is key to creating a shared understanding of the project and its goals.

We then conduct telephone interviews with key stakeholders to identify project-related issues and opportunities, as well as to understand where and when we should hold meetings, and to compile a list of stakeholders for future engagement. This ensures that we design a process that responds to the issues and preferred outreach methods identified by the community.

As a preliminary first step, we will hold up to 10 stakeholder phone interviews to identify community interests, goals, issues, and desired outcomes for the Study Area. We will prepare and use an interview template to ensure consistency. We will also prepare an overall summary of interview themes and use these themes in developing the public participation plan.

We will also conduct a stakeholder exercise that will inform the public participation plan. This will identify stakeholders, resource agencies, community leaders, elected officials, and key community groups, their

level of interest in the project, and their capacity for engagement. This process will yield a matrix such as the one shown below, which will suggest which groups may need more targeted outreach.

Based on a kickoff meeting with the client, the technical advisory group, stakeholder interviews, and the stakeholder mapping exercise, we will draft a public participation plan to be completed no later than three months after the project start date.

We will create a Public Engagement Plan that:

- Identifies key project participants and groups to be engaged as part of the process,
- Identifies preliminary issues and opportunities within the community,
- Establishes the framework for stakeholder outreach to occur throughout the planning process,
- Establishes the goals and objectives of outreach,
- Identifies appropriate levels and methods of stakeholder engagement to achieve the objectives of the project, and
- Promotes the project and ensures meaningful engagement.

We strive to create a fun and interactive engagement process that engages the public through social media, meetings, surveys, and events, as appropriate. The tools we use to solicit feedback and inform the public are custom-tailored to the community and may include:

- Interviews
- Surveys
- Focus groups
- Games
- Pop-up events
- Door-to-door engagement
- Websites
- Social media (e.g., Facebook, Instagram, Twitter)

For purposes of this proposal, we assume the following public engagement tasks during this 22-month contract. Final activities will be determined per the final Public Engagement Plan.

- **8 facilitated TAG meetings.** The project team will facilitate and summarize eight virtual Technical Advisory Group meetings based on the finalized membership list. As needed and directed by the client, we will bring in additional stakeholders, tribal nation representatives, etc.
- **4 interest group meetings.** We will plan, facilitate, and summarize four virtual interest group meetings representing different sectors or interest in order to solicit input at different points in the process.
- **2 virtual public meetings.** We will plan, facilitate, and summarize two Zoom-based public meetings.
- **3 hybrid public workshops.** We will plan, facilitate, and summarize three hybrid (Zoom + in person) public workshops.
- **1 online survey.** We will prepare, administer, and summarize results of one online survey.

- **4 Pop-ups at existing events.** We will plan, conduct, and summarize four pop-up engagements at existing public events in the study area.

Development of a project website. We will secure a URL and develop a free-standing project website. This website will include an overview of the project, key information as it becomes available, meeting announcements and summaries, and a way for visitors to submit comments.

HOCTC staff will be available to assist with facilitation and implementation of public outreach activities described above in accordance with the Public Engagement Plan, as needed.

Outreach and public engagement will encompass any environmental justice communities within and adjacent to the study area and will be coordinated with Task 5 for the evaluation of social, economic, and equity issues.

Task 6 Deliverables

1. A written Public Engagement and Involvement Plan covering how public involvement will be structured and facilitated, how data will be used to inform the PEL process, and the software package that will be used to augment the traditional process.

2. A free-standing website developed using Squarespace.

3. A debrief of each activity completed in Task 6 which includes a summary, documentation of feedback, key issues raised, follow-up required, and photography for each public engagement and involvement event.

4. A chronological record summarizing all public engagement and involvement undertaken.

Task 7: Planning & Environmental Linkage (PEL) Study

The Fisher team will provide all the SOW outlined in the RFP. This includes:

1) A Corridor Vision
2) Set of Concepts Alternatives
3) Development of Concepts
4) Assessment of Concepts
5) Draft & Final PEL Study
6) Questionnaire

Decision-making is a critical element of this PEL study and HOCTC will need to coordinate closely with transportation agencies (e.g., NYSDOT, FHWA, NYSTA) and affected stakeholders.

FHWA has specific guidance on preparing sufficient PEL studies, which will guide the Fisher Team in planning and preparing study documents.

The Fisher Team will coordinate with the TAG to identify a common vision for the Study Area. The Draft Purpose and Need Statement identified in the RFP will be refined based on the following:

- Identified deficiencies in the transportation system (Tasks 2, 3, 4, and 5)
- Input from other transportation agencies and stakeholders (Task 6). This is the first of three coordination points in the PEL study.

Concepts developed and analyzed under Tasks 3, 4, and 5 will be evaluated through a two-tiered screening process. The first tier will evaluate each concept's potential to address the Project's Purpose and Need. Concepts that do not meet the Project's Purpose and Need will not be considered reasonable concepts and will be discarded from further consideration. Concepts which meet the Project's Purpose and Need will be advanced to a second tier, where they will be assessed according to the five basic measures outlined in the SOW. Additional measures not identified in the Scope of Work may be suggested by other transportation agencies and stakeholders, and the Fisher Team will coordinate with HOCTC and the TAG to determine if these additional measures should be added to the concept screening process.

The concept screening process represents the second of three coordination points in the PEL study. The process will be reviewed by the TAG, other transportation agencies and stakeholders. Upon review and concurrence, a feasible concept will be identified. Although it does not meet the Project's Purpose and Need, the No Build Concept will be advanced into the future environmental review process as it informs the future NEPA analysis.

To provide a smooth transition between the PEL study and the environmental review process, the Fisher Team will develop a draft Final PEL Study Report using NYSDOT's latest Design Report template. The report will be submitted to HOCTC and the TAG for preliminary review and comment. The Fisher Team will incorporate comments received from HOCTC and the TAG and resubmit to HOCTC for transmission to NYSDOT and FHWA. Upon review and concurrence from NYSDOT and FHWA, the Fisher Team will submit the Final PEL Study Report to HOCTC for distribution to NYSDOT and FHWA for final approval and processing.

The submission of the PEL Study Report represents the third and final coordination point in the PEL study. The FHWA PEL Questionnaire will be included as an appendix to the PEL Study. We will work with HOCTC and FHWA at the onset of the Study to identify any recent changes to the FHWA PEL Questionnaire, and we will refer to the questionnaire throughout the duration of the PEL Study. The Fisher Team would look to use NEPA-like language in all PEL Study documents, which will provide a smooth transition between the PEL Study and subsequent NEPA environmental review process. The draft Final PEL Questionnaire will be submitted to HOCTC as part of the submission of the draft Final PEL Study Report. Upon review from FHWA, the Fisher Team will submit the Final PEL Questionnaire to HOCTC for distribution to FHWA for final review and concurrence.

Task 7 Deliverables

1. Draft PEL Study which presents the findings and concepts
2. Final PEL Study
3. PEL Questionnaire
4. A summary of comments and key issues received from the Public Engagement and Involvement Plan

Exhibit E

(Federal, State, and County Clauses)

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance 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.

5. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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, 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 thereof, 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. 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.

6. 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 thereof, neither 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 statutes, 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, 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 State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). 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 State Comptroller, the Attorney General and any other person or entity authorized to conduct an 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 State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State 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: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is 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. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor.

Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. 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 Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be 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 responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether 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 § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business

Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.
During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Appendix A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or

b) Cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix B

REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON-DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON-DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality

or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency[1] the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA[2]), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.
[2] http://www.cfda.gov/

States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	**Highway Training and Education**
20.219	**Recreational Trails Program**
20.XXX	**Highway Planning and Construction - Highways for LIFE;**
20.XXX	**Surface Transportation Research and Development;**
20.500	**Federal Transit-Capital Investment Grants**
20.505	**Federal Transit-Metropolitan Planning Grants**
20.507	**Federal Transit-Formula Grants**
20.509	**Formula Grants for Other Than Urbanized Areas**
20.600	**State and Community Highway Safety**
23.003	**Appalachian Development Highway System**
23.008	**Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Appendix C

STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)

transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination,

consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

    i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220

of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other

language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

August 18, 2023

FN 20 23 - 322

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Dear County Executive Picente,

On February 15, 2023, the Oneida County Board of Acquisition and Contract approved an amendment to Contract No. 164974 with C&S Engineers, Inc., for the Comprehensive Building Improvement Program. The current contract expired on December 31, 2022. This Amendment will establish a contract extension until December 31, 2024, and increase their fee by $30,175.00 which increases the total amount of the agreement from $72,758.00 to $102,933.00

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,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

RECEIVED
AUG 21 2023

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 8-21-23

Oneida County Department: Public Works

Competing Proposal	X
Only Respondent	
Sole Source RFP	
Other	

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	C&S Engineers, Inc. 499 Col. Eileen Collins Blvd. Syracuse, NY 13212
Title of Activity of Service:	Contract No. 164974 Amendment #1 300 W. Dominic Street – Emergency Generator
Proposed Dates of Operation:	Start on Execution – 12/31/2023
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

On February 15, 2023, the Oneida County Board of Acquisition and Contract approved an amendment to Contract No. 164974 with C&S Engineers, Inc., for the Comprehensive Building Improvement Program. The current contract expired on December 31, 2022. This Amendment will establish a contract extension until December 31, 2023 and increase C & S' fee by $30,175.00 which increases the total amount of the agreement from $72,758.00 to $102,933.00. The purpose of the amendment is to allow the firm to provide additional design and engineering work for an emergency generator at 300 W. Dominic Street in Rome, New York.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

Account #:	H-609
Total Funding Requested:	$102,933.00
Oneida County Dept. Funding Recommendation:	$102,933.00

Proposed Funding Sources	
Federal:	$0.00
State:	$0.00
County:	$102,933.00
Other:	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

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Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Mechanical Improvements-Multiple Locations

AGREEMENT INFORMATION:
Date: March 16, 2022

AMENDMENT INFORMATION:
Amendment Number: 001

Date: February 15, 2023

OWNER: *(name and address)*
Oneida County

800 Park Avenue
Utica, New York 13501

ARCHITECT: *(name and address)*
C&S Engineers, Inc
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

The Owner and Architect amend the Agreement as follows:
Architect shall provide additional engineering services for the design and construction of a new emergency generator at 300 W. Dominick Street, Rome, New York. Specifically, Architecht shall:

1. Provide electrical and civil design for the construction of the new emergency generator.
2. Provide a pre-purchase specification for the generator.
3. Provide minimal structural and architectural design as will be required for exterior and interior wall penetrations for the new conduit through the building.
4. Deliver a 75% design document set for Owner's review, including drawings, specifications and a construction cost estimate.
5. Review any comments the Owner has on the 75% submission and include them into a final review set of documents.
6. Deliver a 100% design document set for Owner review, including drawings, specifications and a construction cost estimate.
7. Review any additional comments from the Owner and incorporate them into the bid set od documents.
8. Deliver a bid document set of documents to the Owner including drawings, specifications and a construction cost estimate.
9. Perform a utilities survey of the area through a subcontractor, Ravi Engineering & Land Surveying, P.C.
10. Provide one on site field investigation to confirm conduit routing.
11. Provide construction administration services, including submittal review and responding to RFIs.
12. Provide a final punchlist inspection.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Additional lump sum fee of thirty thousand one-hundred seventy-five dollars and zero cents ($30,175.00).

Schedule Adjustment:
December 31, 2024

SIGNATURES:

C&S Engineers, Inc	County of Oneida
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*

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User Notes: (3B9ADA51)

SIGNATURE	SIGNATURE
Douglas Obrist, PE	Anthony J. Picente, Jr., County Executive
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
08-17-2023	
DATE	DATE

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User Notes: (3B9ADA51)

C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

January 11, 2022

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Re: Mechanical System Improvements – ECA-1 Add Emergency Generator
to 300 W. Dominic Street

Dear Mr. Picente:

During our ongoing design work for the Mechanical Improvements project at various locations throughout Oneida County (Contract #164974), C&S was asked to provide additional professional engineering services for the design and construction administration to add an emergency generator at the 300 W. Dominic Street Location. We understand the scope of services to include:

Scope:

1. Provide electrical and civil design for the construction of a new emergency generator.
2. Provide a pre-purchase specification for the generator.
3. Minimal structural and architectural design will be required for exterior and interior wall penetrations for the new conduit through the building.
4. Deliver a 75% design document set for County review, including drawings, specifications and a construction cost estimate.
5. Review any comments the County has on the 75% submission and include them into a final review set of documents.
6. Deliver a 100% design document set for County review, including drawings, specifications and a construction cost estimate.
7. Review any additional comments from the County and incorporate them into the bid set od documents.
8. Deliver a bid document set of documents to the county including drawings, specifications and a construction cost estimate.
9. C&S has contracted Ravi Engineering & Land Surveying, P.C. to perform a utilities survey of the area.
10. Provide 1 on site field investigation to confirm conduit routing.
11. Provide construction administration services, including submittal review and responding to RFIs.
12. Provide a final punchlist inspection.

Assumptions & Exclusions

1. Perform all field investigations required to complete the design and document in our design plans. We will rely on the County to gain access to work scope areas.

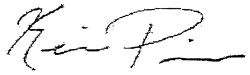
2. Per previous discussions, Oneida County has agreed the best location for the generator will be at grade, with the generator being located in the NW corner of the parking lot.
3. Per previous discussions, the generator will be pre-purchased by the County.
4. Per previous discussions, the County has decided they would like a diesel generator.
5. The County will provide any additional drawings (PDF or CADD) to C&S required to complete the generator design.
6. No mechanical, plumbing, or life safety design will be included with the generator design.
7. Documents shall be provided as electronic files.

Fee

We propose to provide the additional professional engineering services above on a lump sum fee of $30,175, which includes all reimbursable expenses. This fee will be added to our current contract.

Sincerely,

C&S ENGINEERS, INC.



Kira Pierce, P.E.
Department Manager

Agreed and accepted this _____ day of 20 .

By: _____

Printed Name: _____

Oneida County Mechanical Improvements

CONSULTANT FEE PROPOSAL WORKSHEET

Project Description: *(Project Title, Facility Name and Address)*	Consultant Name and Address:	Date: 1/5/2023
		Phase: Design
300 W. Dominic St Generator Porposal	C&S Engineers Inc.	
	499 Col Eileen Collins Blvd.	
C&S Project # 146.172.001	Syracuse, NY 13212	Prepared By: KSO

Breakdown of Tasks (task breakdown corresponding to the Scope of Services).

Task Description	Employee Hours per Task								
	Employee Title	Sr Principal A/E	Managing A/E	Chief A/E	Sr Project A/E	Project A/E	Sr Designer	Eng/Arch	Staff A/E	Total Hours
Develop CAD plans for site & basement				2			20			22.00
Prepurchase Generator Work				4						4.00
Site Plan CAD Work				10						10.00
Basement CAD Plan Work				10						10.00
Details				20						20.00
Utility Coordination				2						2.00
Cost Estimate				8						8.00
Technical Specifications				18						18.00
Front End Specs			10							10.00
QC Reviews (2 submissions)			2	2						4.00
Meetings				4						4.00
Site Work				4						4.00
Submittal Reviews				8						8.00
RFI's				4						4.00
Punchlist (one included)				4						4.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
										0.00
Total Employee Hours		0.00	12.00	100.00	0.00	0.00	20.00	0.00	0.00	132.00
x Hourly Rate (preapproved billing rates)		$230.00	$202.00	$202.00	$186.00	$164.00	$140.00	$141.00	$120.00	
Total Direct Cost		$0.00	$2,424.00	$20,200.00	$0.00	$0.00	$2,800.00	$0.00	$0.00	$25,424.00
										1.0
									Subtotal	$25,424.00
										$0.00
Total Personnel Days	16.5					Total Consultant FEE (round to nearest whole dollar)				$25,424

SUBCONSULTANTS:

	Fee	Markup	Total
Subsurface Investigation	$4,300	5%	$4,515.00
	$0	5%	$0.00
		5%	$0.00
		5%	$0.00
Total Subconsultant Fees (round to nearst whole dollar)			$4,515

REIMBURSABLE EXPENSES:

	Qty.		Contract Rate	Total
Mileage: Estimate miles at Contract rate (over 35 miles one way).	360	miles @	$0.66	$235.80
Lodging: At Contract per diem rates for the location of the facility.	0	night(s) @	$150.00	$0.00
Meals: At Contract per diem rates for the location of the facility.	0	overnight(s) @	$200.00	$0.00
OTHER ALLOWABLE EXPENSES: Identify expenses below.				
A.				
B.				$0
Total Reimbursable Expenses (round to nearest whole dollar)				$236

TOTAL FEE (round to nearest whole dollar) $30,175

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: C & S ENGINEERS, INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
SECTIONOF LAW: -
DATE OF INITIAL DOS FILING: 04/23/1929
EFFECTIVE DATE INITIAL FILING: 04/23/1929
FOREIGN FORMATION DATE:
COUNTY: NEW YORK
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 25709
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 04/30/2023
NFP CATEGORY:

ENTITY DISPLAY

Service of Process Name and Address

Name: ELLEN T. LABERGE, CHIEF LEGAL OFFICER

Address: 499 COL. EILEEN COLLINS BLVD., SYRACUSE, NY, UNITED STATES, 13212

Chief Executive Officer's Name and Address

Name: JOHN D. TRIMBLE

Address: 499 COL EILEEN COLLINS BLVD, SYRACUSE, NY, UNITED STATES, 13212

Principal Executive Office Address

Address: 499 COL. EILEEN COLLINS BLVD, SYRACUSE, NY, UNITED STATES, 13212

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
PAR VALUE	200,000	$0.01000

ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

July 25, 2023

FN 20 23 - 323

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

Enclosed is a contract for professional design services to prepare plans and specifications for the renovation of the MVCC Science and Technology Building.

Oneida County solicited proposals from qualified consultants and the Department of Public Works recommended an award to MARCH Associates, Architects and Planners. On March 1, 2023, the Oneida County Board of Acquisition and Contract accepted a proposal from MARCH Associates for $2,205,845.00 to provide Design phase services related to the project.

Please consider the attached Agreement and forward the above contract to the Oneida County Board of Legislators for consideration and approval. Thank you in advance for your consideration and approval.

Thank you for your continued support.

Sincerely,

Matthew S. Baisley

Matthew S. Baisley
Commissioner

Enclosures

RECEIVED
AUG 21 2023

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 8-21-23

Oneida County Department: Public Works

Competing Proposal __X__ Only Respondent _____ Sole Source RFP _____ Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	MARCH Associates, Architects and Planners, PC 258 Genesee Street, Suite 300 Utica, NY 13502
Title of Activity of Service:	H-MVC-051 (H-579) MVCC Science & Technology Building Addition and Renovations, Utica Campus
Proposed Dates of Operation:	Start on Execution – 10/15/2025
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

The enclosed contract is for professional design services to prepare plans and specifications for the renovation of the MVCC Science and Technology Building.

Requests for proposals were solicited from qualified Consultants, and on March 1, 2023, the Board of Acquisition & Contract awarded the contract to MARCH Associates, Architects and Planners, PC, to provide the professional design services for the aforementioned project in the amount of $2,205,845.00.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H-MVC-051
	Total Funding Requested:	$2,205,845.00
	Oneida County Dept. Funding Recommendation:	$2,205,845.00
Proposed Funding Sources	Federal:	$0.00
	State:	$0.00
	County:	$2,205,845.00

Mandated / Not Mandated: Not Mandated

Past Performance Data: N/A

O.C. Department Staff Comments: None

AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the First day of July in the year Two Thousand Twenty Three
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

County of Oneida, a New York municipal corporation
800 Park Avenue
Utica, NY 13501

and the Architect:
(Name, legal status, address, and other information)

MARCH Associates, Architects and Planners, P.C. , a New York domestic professional service corporation
258 Genesee Street, Suite 300
Utica, NY 13502

for the following Project:
(Name, location, and detailed description)

Science & Technology Building - New Building
Mohawk Valley Community College
1101 Sherman Drive
Utica, NY 13501

The Construction Manager:
(Name, legal status, address, and other information)

Beebe Construction Services, Inc., a New York domestic business corporation
6153 Trenton Road
Utica, New York 13502

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.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1416064581)

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6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program identified in Attachment B, Request for Proposal for Professional Design Consulting Services for Mohawk Valley Community College Utica Campus Science & Technology Building Additions and Renovations, December 2022. A new building will be constructed based on this program.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Physical characteristics identified in Attachment B, Request for Proposal for Professional Design Consulting Services for Mohawk Valley Community College Utica Campus Science & Technology Building Additions and Renovations, December 2022

§ 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.)

Total budget is approximately $37,450,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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Kick-Off Meeting	07/10/2023 +/-
Update Schematic Design	07/10/2023 – 09/05/23
Review/Approval	09/05/2023 – 11/03/2023
Design Development Phase	11/06/2023 – 01/12/2024
Review/Approval	01/16/2024 – 03/15/2024
Construction Document Phase	03/18/2024 – 06/28/2024
Final Review	07/01/2024 – 08/30/2024
Bid Phase	09/03/2024 – 10/18/2024
Review and Award	10/21/2024 – 01/03/2025

.2 Construction commencement date:

Construction (Phased*)	01/06/2025 – 05/15/2026
Post-Construction Phase	05/18/2026 – 06/30/2026

.3 Substantial Completion date or dates:

June 30, 2026

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

To Be Determined

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

To Be Determined

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Nicholas DiGennaro, P.E
5999 Judd Road
Oriskany, NY 13424

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§ 1.1.9 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.)

Thomas G. Squires
Vice President for Administrative Services
Mohawk Valley Community College
1101 Sherman Drive
Utica, NY 13501

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

To Be Determined

.2 Land Surveyor:

To Be Determined

.3 Geotechnical Engineer:

To Be Determined

.4 Civil Engineer:

To Be Determined

.5 Other consultants and Contractors:
(List any other consultants and Contractors retained by the Owner.)

To Be Determined

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Matthew E. Lacey, Principal
March Associates
258 Genesee Street, Suite 300, Utica, NY 13502
Telephone Number: 315.733.3344
Fax Number: 315.733.3331

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Email Address: mlacey@marchassoc.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Interactive Engineering Solutions (IES)
Douglas R. Cahill, P.E.
1721 Black River Blvd.
Rome, New York 13440

.2 Mechanical Engineer:

Towne Engineering
William H. Towne, P.E.
18 South Street
Utica, New York 1350

.3 Electrical Engineer:

Towne Engineering
William H. Towne, P.E.
18 South Street
Utica, New York 1350

.4 Site Design:
Appel Osborne
Vincent P. Pietrzak, RLA
102 W Division Street, Suite 100
Syracuse, NY 13204

.5 Environmental
Barton & Loguidice
70 Genesee Street, Suite 100
Utica, NY 13502

.6 Architecture
Mitchell Giurgola Architects LLP
630 Ninth Avenue, Suite 711
New York, NY 10036

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

Attachment C, Professional Services Proposal of March Associates to Oneida County Department of Public Works Division of Engineering, dated February 2, 2023.

§ 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.

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(Paragraph deleted)
§ 1.3.1Paragraph deleted.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

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 provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain, at its own expense, the following insurance until termination of this Agreement. The insurance carrier must have at least an A- (excellent) rating by A.M. Best and be qualified and admitted to do business in the State of New York.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. Coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products, completed operations, personal and advertising injury.

§ 2.6.2 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) 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.

(Paragraph deleted)
§ 2.6.3Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000).

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability pursuant to statute.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and Two Million Dollars ($ 2,000,000) in the aggregate.

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§ 2.6.7 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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Certificates shall be on forms approved by the Owner, 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 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, the Construction Manager, and the Owner's other 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, the Construction Manager, and the Owner's other 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 Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager'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 submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, 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.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 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, and 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 Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager 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, to the Owner and Construction Manager, 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 Construction Manager's review and 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 with the Owner and the Construction Manager 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 the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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.

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§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 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 Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager 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 agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager 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 and Construction Manager 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 bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 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 and Construction Manager 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, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified by the Owner..

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager 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 Contractors' 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 Construction Manager, or acts or omissions of the Contractors 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 initial 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 and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, 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 and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, 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

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of the Architect to the Contractors, 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 the Construction Manager, Owner, or Contractors through the Construction Manager. 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 the Owner and Contractors, 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 Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

(Paragraphs deleted)

§ 3.6.3.1 The Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, 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 Contractors are 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.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project 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 each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 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 Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an

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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 Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. 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 Contractors 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 Contractors' design professionals, provided the submittals bear such professionals' 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 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, 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 transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 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. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

.1 conduct inspections to determine the date of Substantial Completion and the date of final completion;

.2 issue a Certificate of Substantial Completion prepared by the Construction Manager;

.3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and

.4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors 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 each of the Contractors, 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 Contractors, through the Construction Manager: (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 Contractors 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 and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility *(Architect, Owner or Not Provided)*
§ 4.1.1.1	Assistance with selection of Construction Manager	Not Provided
§ 4.1.1.2	Programming	Architect
§ 4.1.1.3	Multiple preliminary designs	Architect
§ 4.1.1.4	Measured drawings	Not Provided
§ 4.1.1.5	Existing facilities surveys	Architect
§ 4.1.1.6	Site evaluation and planning	Architect
§ 4.1.1.7	Building Information Model management responsibilities	Not Provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Architect
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	Architect
§ 4.1.1.13	Cost estimating	Not Provided
§ 4.1.1.14	On-site project representation	Not Provided
§ 4.1.1.15	Conformed documents for construction	Not Provided
§ 4.1.1.16	As-designed record drawings	Architect
§ 4.1.1.17	As-constructed record drawings	Architect
§ 4.1.1.18	Post-occupancy evaluation	Not Provided

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§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided
§ 4.1.1.30	Asbestos Containing Material building survey	Architect
§ 4.1.1.31	Asbestos Containing Material abatement design	Architect
§ 4.1.1.32	Asbestos Containing Material abatement project monitoring	Architect
§ 4.1.1.33	Permits	Architect
§ 4.1.1.34	SEQRA	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.)

4.1.1.2 Architect shall provide Programming.
4.1.1.3 Architect shall provide multiple preliminary designs.
4.1.1.5: Architect shall perform existing facility survey to confirm dimensions and conditions of existing space.
4.1.1.6: Architect shall provide site evaluation and planning.
4.1.1.9: Architect shall provide all Civil Engineering required.
4.1.1.10: Architect shall provide all Landscape design required for facility. The intent is to compliment existing campus landscape features and character.
4.1.1.11 Architect shall provide architectural interior design.
4.1.1.12 Architect shall provide value analysis.
4.1.1.17 Architect shall provide as-constructed record drawings
4.1.1.21 Architect shall provide coordination of Owner's consultants.4.1.1.22: Architect shall provide As-Designed and As-Constructed record drawings in electronic format. CAD files and PDF files shall be provided.
4.1.1.27: Architect shall prepare turn-key telecommunication/data plans and specifications for all areas. Owner shall provide equipment requirements and specifications.
4.1.1.30, 4.1.1.31, 4.1.1.32: Architect shall perform Asbestos Containing Material building survey, prepare plans and specifications for abatement of Asbestos Containing Materials, and provide asbestos abatement project monitoring as required by State and Federal regulations.
4.1.1.33: Architect shall secure all permits required for initiation and completion of all work. Owner shall pay all permit fees.
4.1.1.34: Architect shall assist owner with New York State Environmental Quality Review Act compliance. Owner shall act as Lead Agency and Architect shall provide all information required to complete applicable environmental assessment forms.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 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 E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, 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 recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

.3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 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;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Evaluation of the qualifications of entities providing bids or proposals;

.11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.12 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 Project submittal schedule approved by the Architect;

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.2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors 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 Contractors' 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, Construction Manager or Contractors 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 Contractors

.2 Thirty (30) 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 anticipated date of Substantial Completion identified in the Initial Information, 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 Thirty-Six (36) 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 retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 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 and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 deleted.

§ 5.4 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.

§ 5.5 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;

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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.

§ 5.6 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.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 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 the Contractors' general conditions

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costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. 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 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner an exclusive license to use the Architect's Instruments of Service. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

(Paragraph deleted)
§ 8.1.2Deleted.

§ 8.1.3 To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold the Owner, its officers, agents, and employees (collectively, "Indemnitees") harmless against any and all claims (including but not limited t claims by third parties) costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) arising out of or in any way related to: (a) Architect's performance and/or its subconsultants' performance of this Agreement or from the Architect's and/or its subconsultants' failure to comply with any of the provisions of this Agreement or of the law; or (b) intentional or negligent acts or omissions of Architect, its principals, officers, sub-consultants, employees, or agents. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder includes, without limitation: (1) full indemnity in the event of liability imposed against the Owner without negligence on the part of the Owner and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Owner either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Architect under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of this Agreement and the Owner's tendering of the final payment.

§ 8.1.4 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

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arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement. Upon delivery of a request for mediation, the Owner and Architect shall agree to a mediator. In the event the Owner and Architect do not agree to a mediator, they shall proceed to binding dispute resolution. The request for mediation may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ]

[X] Litigation in a New York court of competent jurisdiction located in Oneida County, New York or the federal court located in Utica, New York or if none exists, anywhere within the United States District Court for the Northern District of New York.

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Deleted

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services for nonpayment, the Architect shall give seven days' written notice to the Owner before suspending services for nonpayment. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 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 if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 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 laws of the State of New York, excluding its choice of law rules.

§ 10.2 Terms not defined in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Architect shall not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without previous consent, in writing, by the Owner.

(Paragraph deleted)
§ 10.4Deleted.

§ 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

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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.

§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 or she has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by 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, Standard Contract Clauses Addendum
§10.13.2 Any Contract Amendments, in reverse chronological order
§10.13.3 This Agreement
§10.13.4 Attachment B, Request for Proposal for Professional Design Consulting Services for Mohawk Valley Community College Utica Campus Science & Technology Building Additions and Renovations, December 2022
§10.13.5 Attachment C, Professional Services Proposal of March Associates to Oneida County Department of Public Works Division of Engineering, dated February 2, 2023

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and for the Architect's Supplemental Services designated under Article 4, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Lump Sum Fee for complete design services and construction administration services: Two Million, Two Hundred Five Thousand, Eight Hundred Forty-Five Dollars and Zero Cents ($2,205,845.00)
Not-To-Exceed fee for Reimbursable Expenses: Thirty-Five Thousand Dollars and Zero Cents ($35,000.00)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 [deleted]

§ 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.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 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	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Five	percent (	5	%)
As-Built Documents	Five	percent (	5	%)
Total Basic Compensation	One Hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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§ 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.)

Hourly Billing Rates shown in Exhibit C, attached hereto.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
(Paragraphs deleted)
§ 11.8.1. 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 Deleted.

§ 11.9 Architect's Insurance
If the types and limits of coverage required in Section 2.6 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 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 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 thirty (30) 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

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§ 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)
§ 11.10.2.3Deleted.

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 B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2

(Paragraphs deleted)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Attachment B, Standard Contract Clauses Addendum
Exhibit B, Request for Proposals
Exhibit C, Architect's Proposal

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Anthony J. Picente, Jr. Oneida County Executive	Christopher I. Cholius, AIA Principal
(Printed name and title)	*(Printed name, title, and license number, if applicable)*

Init.
/
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Approved:

Andrew Dean, Esq.
Assistant County Attorney

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ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

The County of Oneida ("County") and _____ ("Contractor"), for good consideration, agree to be bound by the following clauses which are hereby made a part of the foregoing Agreement:

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or

local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes

by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

    i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

    ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

    iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

    i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

    ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

v. Make available protected health information in accordance with 45 CFR §164.524;

vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible,

extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime

Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume

the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

   i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

   ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida; and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Oneida County Department of Public Works

Division of Engineering
5999 Judd Road, Oriskany, New York 13424-3907

Request for Proposal

PROFESSIONAL DESIGN CONSULTANT SERVICES
FOR

MOHAWK VALLEY COMMUNITY COLLEGE
UTICA CAMPUS

SCIENCE & TECHNOLOGY BUILDING
ADDITIONS AND RENOVATIONS

1101 SHERMAN DRIVE
UTICA, NEW YORK 13501

December 2022

REQUEST FOR PROPOSAL FOR DESIGN SERVICES

1. Introduction

1.1. The County of Oneida (the "County") is soliciting proposals from qualified consulting firms with demonstrated experience in similar projects. In 2011, Mitchell | Giurgola Architects, LLP, was retained to evaluate Mohawk Valley Community College's (MVCC) academic facilities and develop a Rome and Utica Campus Master Plan. One of the objectives of the plan called for a new project involving additions and renovations to the Science and Technology Building as well as renovations to the Academic Building on the Utica campus. In 2018, March Associates was awarded the contract to provide schematic design services for the project and during the initial project phase, resulting from interviews with MVCC stakeholders, it was determined that the originally planned work in the Academic Building was no longer needed, thereby effectively focusing the project at the Science and Technology Building location. Shortly thereafter, project progress was halted due to the COVID-19 Pandemic. This RFP revives the initial progress beginning at a point where progress stalled and carrying through to design development, construction documents, bidding, permitting, and construction administration through closeout utilizing the materials generated by March Associates in conjunction with other information contained herein.

1.2. Proposals in response to this RFP must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to ndigennaro@ocgov.net or via mail on a USB drive to:

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, New York 13424

1.3. Proposals are due at the above address no later than 2:00 p.m. on Thursday, January 26, 2023.

1.4. Questions relating to this RFP should be directed to David Schirripa at (315) 768-3686 / dschirripa@ocgov.net or Nicholas DiGennaro at (315) 793-6233 / ndigennaro@ocgov.net.

1.4.1. All questions shall be submitted no later than the end of business five (5) days prior to the proposal due date.

1.5. Site visits should be coordinated with David Schirripa.

2. Project Description

2.1. Exhibit E1 as listed in the Schedule of Exhibits below represents a relevant section of the 2011 Rome and Utica Master Plan prepared by Mitchell | Giurgola Architects, LLP and exhibits E2 and E3 (floor plans) prepared by Bonacci Architects were utilized by March Associates to develop the project to its current state, along with meetings with the owner, and are being provided for reference only. Exhibits E4 and E5 represent the last schematic design submission. In conjunction with the above, the design goals remain as originally planned with some minor adjustments as stated herein. To summarize the original plan, the intent is to generate requirements for a high-payback multi-purpose lab (facility) building that would meet existing and projected needs for skills training in the region. The goal of the lab would be to provide a hands-on learning environment for students in the areas of Semiconductor Manufacturing Technology (SMT), Heating, Ventilation and Air Conditioning (HVAC), Mechatronics, and Building Trades. Additionally, the project adds a fully functional cleanroom for nanotechnology programs, a lab for Mechatronics and Robotics, a Hydraulics and Pneumatics Lab, CAD Lab, Dean's Suite and related Offices, and extensive renovations and upgrades throughout the existing facility to existing labs, classrooms, bathrooms, HVAC and electrical systems, Fire Protection systems and more to drastically expand the college's capacity in Semiconductor Technology.

2.2. Documents and other information set forth in this RFP are to be used as the basis for the subsequent design phases, as applicable.

2.2.1. Project Location: Mohawk Valley Community College, Utica Campus.

2.2.2. Schedule and Phasing: Develop project schedule allowing adequate time for owner reviews, bidding, approvals, etc. based on owner occupancy of July 2026. The project is expected to be completed over the course of three (3) years, noting that the work in the Welding Lab and Chemistry Labs will require neither are shut down during scheduled occupation by the owner. Similarly, work throughout the project needs to be closely coordinated and phased with MVCC to ensure start and completion times coincide with their respective academic schedules.

2.3. Schedule of Exhibits "Schematic Design Phase Documents

2.3.1. Exhibit E1 – Mitchell | Giurgola Architects, Plan V. Final Recommendations (pg. 119)

2.3.2. Exhibit E2 – Bonacci Architects Science and Technology Building First Floor Plan

2.3.3. Exhibit E3 – Bonacci Architects Science and Technology Building second Floor Plan

2.3.4. Exhibit E4 – Outline Specifications titled - Oneida County, Mohawk Valley Community College, Science and Technology Building Addition and Renovation MARCH Associates, Mitchell | Giurgola Architects, LLP dated November 5, 2018 (52 Pages).

2.3.5. Exhibit E5 – Schematic Design Drawings by MARCH Associates, dated December 20, 2019 (14 pages).

2.3.5.1. T-000.00 COVER SHEET

2.3.5.2. CC-101.00 CODE COMPLIANCE PLAN

2.3.5.3. DM-201.00 FIRST FLOOR DEMOLITON PLAN

2.3.5.4. A-201.00 FIRST FLOOR PLAN

2.3.5.5. A-202.00 SECOND FLOOR PLAN

2.3.5.6. A-300.00 EXTERIOR ELEVATIONS

2.3.5.7. A-301.00 BUILDING SECTIONS

2.3.5.8. A-401.00 ENLARGED PLAN – FAB LAB, HYDRAULICS, MECHATRONICS AND CLEAN ROOM

2.3.5.9. A-402.00 ENLARGED PLAN – MACHINE TOOL LAB AND METROLOGY LAB

2.3.5.10. A-403.00 ENLARGED PLAN – CHEMISTRY

2.3.5.11. A-404.00 ENLARGED PLAN – HVAC, CIVIL TESTING, ELECTRIC 7 CODES, AND MOTORS & CONTROLLERS

2.3.5.12. A-405.00 ENLARGED PLAN – WELDING LAB AND METALLURGY & MATERIAL TESTING

2.3.5.13. A-701.00 INTERIOR ELEVATIONS

2.3.5.14. H-101.00 PENTHOUSE PLAN – HVAC

2.4. Project Budget

2.4.1. Current estimate, including all fees and soft costs for completion of the project is: $37,450,000.

2.5. Project Objectives, Guidelines and Requirements

2.5.1. Provide comprehensive, professional architectural and engineering design, consulting, and administrative services commencing at the design development phase for the construction of the Science and Technology Building Additions and Renovations including associated and related ancillary work required for a complete project. The

architectural firm should have experience in design of academic facilities. The firm shall, without limitation be capable of carrying out the responsibilities delineated below. Such services shall be performed, consistent with the highest standards for professionals performing similar scopes of services. Construction Management Services shall be provided via a separate contract; architectural services shall be provided in accordance with AIA Document B132-2009 as modified by the County. In addition, the successful firm shall, as a minimum, undertake the following responsibilities, and any additional responsibilities reasonably necessary and customarily provided to ensure that the project goals are reached and that all required standards, policies and procedures are adhered to over the course of the project.

2.5.1.1. Review of the Rome and Utica Campus Master Plan document and utilization to assist in determining the basis for design.

2.5.1.2. Review and validate existing conditions at the proposed site and utilize data in the preparation of the design documents.

2.5.1.3. Prepare a detailed work plan indicating required and recommended meetings, milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of the County and MVCC. Make modifications and updates to the work plan as requested. The design of the facility and site shall meet all requirements of the applicable jurisdictions, codes and regulations.

2.5.1.4. Prepare design documents in accordance with the Architectural Agreement.

2.5.1.5. Prepare an updated schematic design submission to include revisions provided in this RFP and to be used as the final starting point prior to the succeeding phases. This will result from an additional scoping meeting(s) with the owner and the Oneida County Department of Public Works.

2.5.1.6. Submit progress updates of design documents for review as requested by the County.

2.5.1.7. Prepare and coordinate design phase meetings with campus building user groups, the MVCC Utica Campus Construction Project Stakeholder Group, and the Department of Public Works, Division of Engineering.

2.5.1.8. Attend project meetings as requested through bidding, award and construction, closeout, and post-occupancy phases of the project.

2.5.1.9. Prepare and distribute meeting minutes of all meetings.

2.5.1.10. Submit design documents required for plan checks and approvals required by the County, and regulatory state agencies.

2.5.1.11. Assist in Bid Phase by preparing addenda and other documents as required.

2.5.1.12. License to use Drawings and Manuscripts - The County and MVCC will be given a license to use all drawings and manuscripts and said license shall continue beyond the expiration of any contract resulting from this Request for Proposal. This license shall include the right to copy documents and to provide the same to contractors, subcontractors, and other necessary parties during the project. The County shall receive "as built" drawings at the termination of the project and shall be entitled to receive additional copies upon request.

2.5.1.13. Include all safety systems, equipment and measures required by New York State and Federal codes and regulations.

2.5.1.14. Provide insurance as shown on the attached list of Insurance Requirements. The County will not issue a notice to proceed until proof of insurance has been provided.

2.5.1.15. Provide proof of current insurance including XCU coverage with proposal. Form(s) shall name County of Oneida & Dept of Public Works c/o Commissioner of Finance as an insured.

2.5.1.16. This contract is subject to compliance with Article 8 of the New York State Labor Law requiring that contractors and subcontractors pay all workers employed on public work projects not less than the prevailing rate of wages and fringe benefits.

2.5.1.17. Provide eight (8) total hours of onsite training to familiarize MVCC personnel with operation of newly installed equipment and software for each phase. Split the training into two (2) separate days at four (4) hours each.

2.5.1.18. Assist owner in preparation of grant applications as needed especially as it relates to design questions, scope, calculations, estimate breakdowns, project summaries and the like.

2.5.1.19. Alternates – No Alternates are planned at this time.

2.5.2. Key Points – The design elements listed below are additional items that are intended to be a part of the final design and are being provided to aid in informing the

proposal and estimate. The majority of them originate from the initial Request for Qualifications with some minor modifications added. Note, final programming changes will be determined during initial meetings with the owner.

2.5.2.1. Work to include renovations to the existing Science and Technology (31,700 sf +/-) Building and additional first and second floor new construction (Approximately 30,000 sf +/-).

2.5.2.1.1. Expansion of GNC Lab.

2.5.2.1.2. Expansion of Machine Lab.

2.5.2.1.3. Expansion of HVAC Lab.

2.5.2.1.4. Expansion of MFG/MECH Lab.

2.5.2.1.5. Relocation of Robotics Lab.

2.5.2.1.6. Relocation of Electronic Labs, Motors and Controllers Labs, and Pneumatics and Hydraulics lab to The Science and Technology Lab.

2.5.2.1.7. Expansion of Welding Lab and Additional Storage Room without shutting down the Welding Lab.

2.5.2.1.8. Second Floor to include Dean's Suite and Faculty Offices (14-18 Offices).

2.5.2.1.9. Second Floor to also include New Mechatronics Lab, New Clean Room, New Computer Labs, New Classrooms, New Electronics Lab, Relocation of Elect/Codes, Relocation of FAB LAB and Miscellaneous.

2.5.2.1.10. Remediate building HVAC and Electrical problems, including replacement of the existing cooling tower.

2.5.2.1.11. Renovate all restrooms to meet ADA requirements.

2.5.2.1.12. Replace exterior entrances complete including doors, frames, hardware and thresholds.

2.5.2.1.13. Remediate corrosive environments - Lab Rooms exhibit high levels of corrosion on the ceiling joists and underside of the metal deck, metal hangars, straps, etc....

2.5.2.1.14. Coordinate donor signage with college including wall blocking locations were needed.

2.5.2.1.15. Abate asbestos containing materials as required. Abatement activities must be performed outside of normal working hours.

3. Scope of Services

3.1.1. 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, Section 3, Scope of Services. Services shall be provided as required and defined in AIA Document A132-2017, modified by the County. Services shall include, but not be limited to, the following.

3.1.1.1. Prepare plans, specifications, and bid packages in compliance with New York State General Municipal Law.

3.1.1.2. Haz Mat

3.1.1.2.1. Perform Haz Mat surveys for asbestos containing material, lead based paints, and polychlorinated biphenyls (PCB's). Provide material sampling, analysis, and reporting as required. Plan removal and replacement of any radioactive self-luminous EXIT signage within the project work area.

3.1.1.2.2. Prepare plans and specifications for abatement of asbestos containing materials (ACM). Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.

3.1.1.2.3. Prepare, submit application to NYSDOL, and secure approval for required asbestos abatement variances.

3.1.1.2.4. 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.

3.1.1.2.5. Prepare plans and specifications for abatement of any hazardous materials, other than asbestos, and including oil/petroleum leaks, which may be associated with the work.

3.1.1.3. Prepare all permit applications and secure all permits. The County shall pay all permit fees.

3.1.1.4. The Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.

3.1.1.5. Generate formal minutes for all meetings. Minutes shall be distributed to the County, all parties in attendance and others as needed.

3.1.1.6. Closeout Documentation.

3.1.1.6.1. The Consultant shall provide electronic files and two (2) hard copies of all submittals, as-constructed (As-Built) record drawings, and O&M manuals.

3.1.1.7. Consultant shall be responsible for preparing and securing necessary contract documentation as required by New York State Department of Transportation guidelines, NYSDOL (i.e., equal employment opportunity guidelines, etc.), NYSDEC (SEQR), and others when necessary.

3.1.1.8. Consultant Services shall be divided into the following sequential phases:

3.1.1.8.1. Implementation - Schematic Design Phase.

3.1.1.8.1.1. Since much time has passed and some direction has changed since the initial schematic design phase was concluded, some rework is inevitable prior to proceeding to the design development phase. Schematic design work should only include a minimal amount of effort to get the project in line to move to the Design Development phase.

3.1.1.8.1.2. Confer with the County and review recommendations/requirements of the project to arrive at a mutual understanding of the scope.

3.1.1.8.1.3. Inspect site and review existing data available for project development.

3.1.1.8.1.4. Analyze various design alternatives with regards to cost and schedule. Submit results to the County for review and selection.

3.1.1.8.1.5. All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract, the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review and approval, and provide additional services when requested. The cost for these services shall be funded through a contingency fund of Five Thousand Dollars ($5,000.00). This contingency fund shall be included in the proposed fee. The Consultant shall provide a schedule defining hourly rates for each individual assigned to the Project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used

shall be credited to the County. Consultant shall provide this information on a separate sheet titled "Schedule A".

3.1.1.8.2. Design Development Phase

3.1.1.8.2.1. Verify design alternative selected by the County.

3.1.1.8.2.2. Prepare preliminary drawings and specifications sufficient to permit review and approval by the County or its representatives.

3.1.1.8.2.3. Furnish as much of the information requested as is available at the time of preparation. Attach maps, pictures, specifications, and other supporting data that will aid in evaluating the project.

3.1.1.8.2.4. Review and incorporate comments and revisions into design.

3.1.1.8.2.5. Provide a detailed statement of probable construction cost.

3.1.1.8.3. Comments, Revisions and Final Review Phase

3.1.1.8.3.1. Submit drawings and specifications for approval to all agencies concerned, including, but not limited to, County and governing New York State permitting agencies.

3.1.1.8.3.2. Review and incorporate comments and revisions into design.

3.1.1.8.3.3. Provide a detailed statement of probable construction cost.

3.1.1.8.3.4. Provide all information generated during design development. Include, as a minimum, all hand calculations and computer program outputs (hydraulic analysis, etc.), subsurface information, bearing capacity analysis, and ASCII survey coordinate file.

3.1.1.8.4. Construction (Bid) Document Phase

3.1.1.8.4.1. Prepare final design drawings, specifications and bid documents stamped and signed by a Professional Engineer registered with the State of New York, in the format previously approved by the County.

3.1.1.8.4.2. Deliver original manuscripts and drawings to County within ten days after final review of preliminary drawings.

3.1.1.8.4.3. Provide PDF files containing entire bid document (plans and specifications), for each Project.

3.1.1.8.5. Public Bidding Phase

3.1.1.8.5.1. The County shall reproduce and distribute all construction documents.

3.1.1.8.5.2. Assist in the bidding process by answering questions submitted by bidders and provide Addendums when necessary.

3.1.1.8.5.3. Review bids submitted by contractors and forward recommendation to the County.

3.1.1.8.6. Construction Administration Phase

3.1.1.8.6.1. All construction inspection shall be performed under a separate agreement. However, following an award of a construction contract, the Consultant shall be required to perform site visits, answer questions related to the contract documents, perform submittal review and approval, and provide additional services when requested. The cost for these services shall be funded through a contingency fund of Five Thousand Dollars ($5,000.00). This contingency fund shall be included in the proposed fee. The Consultant shall provide a schedule defining hourly rates for each individual assigned to the Project. This schedule shall be used to determine the cost of additional services to be billed against the contingency fund. Consultant shall receive payment on a work performed basis. Therefore, contingency funds not used shall be credited to the County. Consultant shall provide this information on a separate sheet titled "Schedule A".

3.1.1.8.7. "Record" Drawings

3.1.1.8.7.1. Upon completion of the Project, assemble all job notes, directives, change orders, and other pertinent data to fully describe all changes to the original plans and specifications.

3.1.1.8.7.2. Revise original drawings and specifications to accurately depict the "as-built" condition of the Project.

3.1.1.8.7.3. Deliver to the County electronic copies of "as-built" drawings in Adobe PDF format.

3.1.1.9. Plans and specifications shall be ready for bid no later than 90 days after notice to proceed or execution of Agreement for consultant services, whichever comes first.

3.1.1.10. The Consultant's work shall be based on and comply with all current and applicable governmental laws, regulations, orders, ordinances, and other rules of duly constituted authority, in all respects. Work shall be completed in accordance

with the following criteria using the most current editions of the following reference manuals, including, but not limited to:

3.1.1.10.1. Uniform Fire Prevention and Building Code (Uniform Code) and the State Energy Conservation Construction Code (Energy Code)

3.1.1.10.2. All New York State Building, Mechanical, Plumbing, Electrical, and Fire Protection Codes, Rules and Regulations.

3.1.1.10.3. New York State Department of Transportation (NYSDOT).

3.1.1.10.4. American Association of Highway and Transportation Officials (ASHTO).

3.1.1.10.5. New York State Department of Environmental Conservation (NYSDEC).

3.1.1.10.6. American with Disabilities Act (ADA).

3.1.1.10.7. International Energy Conservation Code (IECC).

3.1.1.10.8. International Code Council (ICC).

3.1.1.10.9. American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).

3.1.1.10.10. National Fire Protection Association (NFPA).

3.1.1.10.11. NFPA 70 – National Electrical Code (NEC)

3.1.1.10.12. Environmental Protection Agency (EPA).

3.1.1.10.13. National Institute for Occupational Safety and Health (NIOSH).

3.1.1.10.14. Occupational Safety and Health Administration (OSHA).

3.1.1.10.15. UDIG NY.

3.1.1.10.16. Underwriters Laboratories (UL).

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 that the proposal was made pursuant to New York State Finance Law § 165-a and New York State General Municipal Law 103-g, the Iran Divestment Act, attached hereto as **Appendix D**.

4.14. Consultant shall comply with and certify the County's Recycling and Solid Waste Management Certification pursuant to the Oneida County Board of Legislator's Resolution No. 249, attached hereto as **Appendix E**.

4.15. Consultant shall comply with and certify the Statement on Sexual Harassment pursuant to New York State Labor Law 201-g, attached hereto as **Appendix F**.

4.16. Consultant shall comply with and certify the Statement of Tropical Hardwoods, attached hereto as **Appendix G**.

5. **Payment for Services**

5.1. Payments shall be based on work phases defined in AIA Document B101-2017 modified by County as follows.

5.1.1. Pay Item 1. The Consultant shall be paid a lump sum fixed fee for Schematic Design, Design Development, Asbestos Abatement Design, Construction Documents, Bidding, Construction, and As-Constructed Record Drawing phases.

5.1.2. Pay Item 2. The Consultant shall be paid on a Time and Materials basis for Asbestos Containing Material Survey and Report. Payments shall be based on established hourly rates and unit prices.

5.1.3. Pay Item 3. The Consultant shall be paid on a Time and Materials basis for Asbestos Abatement Project Monitoring and Air Sampling. Payments shall be based on established hourly rates and unit prices.

5.2. Separate payment(s) will not be made for reimbursable expenses. The cost of all reimbursable expenses shall be included in lump sum fees, not-to-exceed fees, established hourly rates, and unit prices.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and at least Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars ($5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars ($ 1,000,000) per claim and at least Two Million Dollars ($2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella polices to include the County as an additional insured on a primary and non-contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written

notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. **Independent Contractor Status**

8.1. For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

8.2. The Consultant's payments shall be reported pursuant to IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9. **Document Reproduction and Ownership of Original Drawings and Manuscripts**

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants

consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. **Choice of Law**

10.1. The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. **Submittal Requirements**

11.1. Cover page (one page)

11.2. List of sub-consultants (one page)

11.3. Signed **Appendix B** – Non Collusion Certification

11.4. Signed **Appendix C** – Corporate Resolution Form

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 either on staff, or as a sub-consultant, persons with specific experience in the following disciplines:

12.1.1. Architectural design.

12.1.2. Civil and Structural Engineering design.

12.1.3. Mechanical, electrical, and plumbing design.

12.1.4. Asbestos abatement design and project monitoring.

12.1.5. These persons/consultants shall be described in the proposal

12.2. The Consultant shall have on staff, or as a sub-consultant, a Registered Architect or Professional Engineer recognized by the New York State Education Department.

12.3. **Appendix A**, attached hereto, shall become part of any contract with the County.

13. **Selection Process**

13.1. The County shall review all proposals received and reserve the right to select firms for further presentation and interview.

13.2. The following criteria shall be used in the selection process.

13.2.1. Approach to Project:

13.2.1.1. Understanding of Project scope

13.2.1.2. Understanding of implied or required activities

13.2.1.3. Reasonableness of proposed approach

13.2.1.4. Proposed Work/Services schedule

13.2.2. Experience/Qualifications of Project Personnel and Firm:

13.2.2.1. Previous experience with governmental agencies

13.2.2.2. Previous experience with similar projects

13.2.2.3. Project staff experience with similar projects

13.2.2.4. Project management expertise

13.2.3. Credentials of Firm:

13.2.3.1. Reference/client assessment of previous performances

13.2.3.2. Demonstrated ability to keep projects on schedule

13.2.3.3. Firm's most significant relevant project

13.2.4. Level of Effort

13.2.4.1. Commitment of assigned personnel to the project

13.2.4.2. Firm's current workload and availability

13.2.5. Fee Proposal

13.3. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County.

13.4. Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

14. **Responsibility of Consultant**

14.1. All responding firms shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected.

Appendix A

Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **Executory or Non-Appropriation Clause.**

1.1. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

2.1. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.**

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

3.2. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default.

3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

3.3.1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

3.3.1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

3.4. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.4.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose

of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. **Identifying Information and Privacy Notification.**

11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

11.2. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose

authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. **Prohibition on Purchase of Tropical Hardwoods.**

14.1. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

14.2. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to meet with the approval of the County.

15. **Compliance with New York State Information Security Breach and Notification Act**. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **Gratuities and Kickbacks.**

16.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

16.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **Audit.**

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor

shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

17.2. If the Contractor has expended, in any fiscal year, $300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **Certification of compliance with the Iran Divestment Act.**

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

18.2. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

18.3. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

18.4. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. **Prohibition on Tobacco and E-Cigarette use on County Property.**

19.1. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

19.1.1. For the purposes of this provision, the "use of tobacco" shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

19.1.2. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, "on Oneida County property" shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

19.3. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to $200.00 for a first offense and up to $1,000.00 for subsequent offenses.

20. **Compliance with New York State Labor Law § 201-G.**

20.1. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

Appendix B
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

b) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX C
CORPORATE RESOLUTION

It is hereby resolved that _____ is authorized to sign the bid or proposal of this Corporation for the following project:

MOHAWK VALLEY COMMUNITY COLLEGE
SCIENCE AND TECHNOLOGY BUILDING ADDITIONS AND RENOVATIONS
1101 SHERMAN DRIVE, UTICA, NEW YORK

and to include in such bid or proposal the certificate as to non-collusion required by section One Hundred Three (103D) of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by:

Corporation at a meeting of its Board of Directors on the _____day of_____,
_____.

(Seal of Corporation)

_____
(Secretary)

Appendix D
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By

_____

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix E
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix F
Statement on Sexual Harassment in Accordance with New York State Law

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix G
PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:

a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or

b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or

c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

Certification of the Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County

_____ _____

Name (Print) Title

_____ _____

Signature Date

SIGN AND RETURN WITH 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:

Pay Items Per Paragraph 5. Payment for Services		
1	$	Lump Sum Fee
2.1	$	Hourly Rate, Principal Architect
2.2	$	Hourly Rate, Architect
2.3	$	Hourly Rate, Designer
2.4	$	Hourly Rate, Clerical
2.5	$	Hourly Rate, Civil Engineer
2.5	$	Hourly Rate, Structural Engineer
2.6	$	Hourly Rate, Mechanical Engineer
2.7	$	Hourly Rate, Electrical Engineer
2.8	$	Hourly Rate, Intern
2.9	$	Hourly Rate, Inspector
2.10	$	Hourly Rate, Clerical
2.11	$	Hourly rate, Asbestos Designer
2.11	$	Hourly Rate, Project Monitor
2.12	$	Hourly Rate (Overtime), Project Monitor
2.13	$	Each, PLM Sample
2.14	$	Each, PLM (NOB) Sample
2.15	$	Each, TEM (NOB) Sample
2.16	$	Each, TEM Sample
2.17	$	Each, PCM Air Sample Standard TAT*
2.18	$	Each, PCM Air Sample Rush TAT*
2.19	$	Each, TEM Air Sample*
*- Unit price shall include all equipment, materials, and reporting.		

By signing below I hereby certify that I have the authority to offer this proposal to the County of Oneida for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Submitted By

_____
(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

UTICA CAMPUS - Preliminary Plans: Science and Technology Building Renovation

PROPOSED RENOVATIONS:

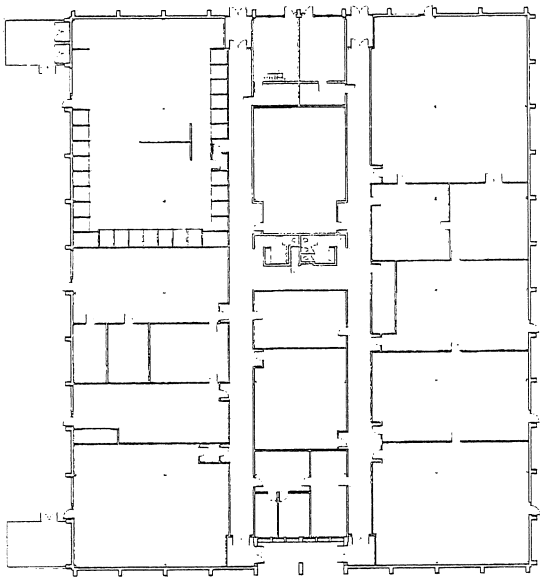
1. Work Item not Included

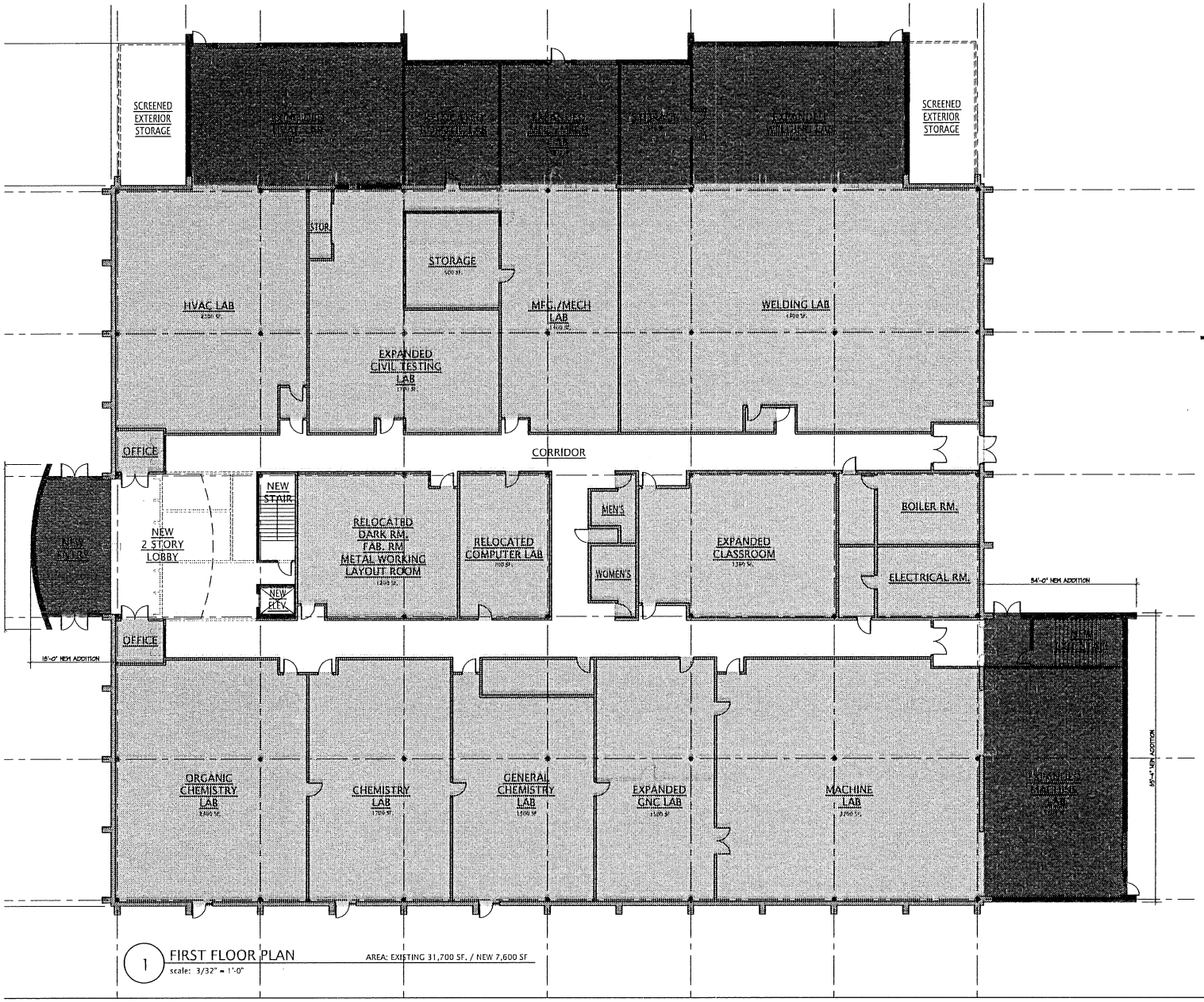
2. Move Chemistry Lab to Academic Building

3. Remediate Building Mechanical/Electrical Problems

4. Relocate CAD program from Academic Building to Building

5. Consolidate Science Components back to Building





1 FIRST FLOOR PLAN
scale: 3/32" = 1'-0"

AREA: EXISTING 31,700 SF. / NEW 7,600 SF

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

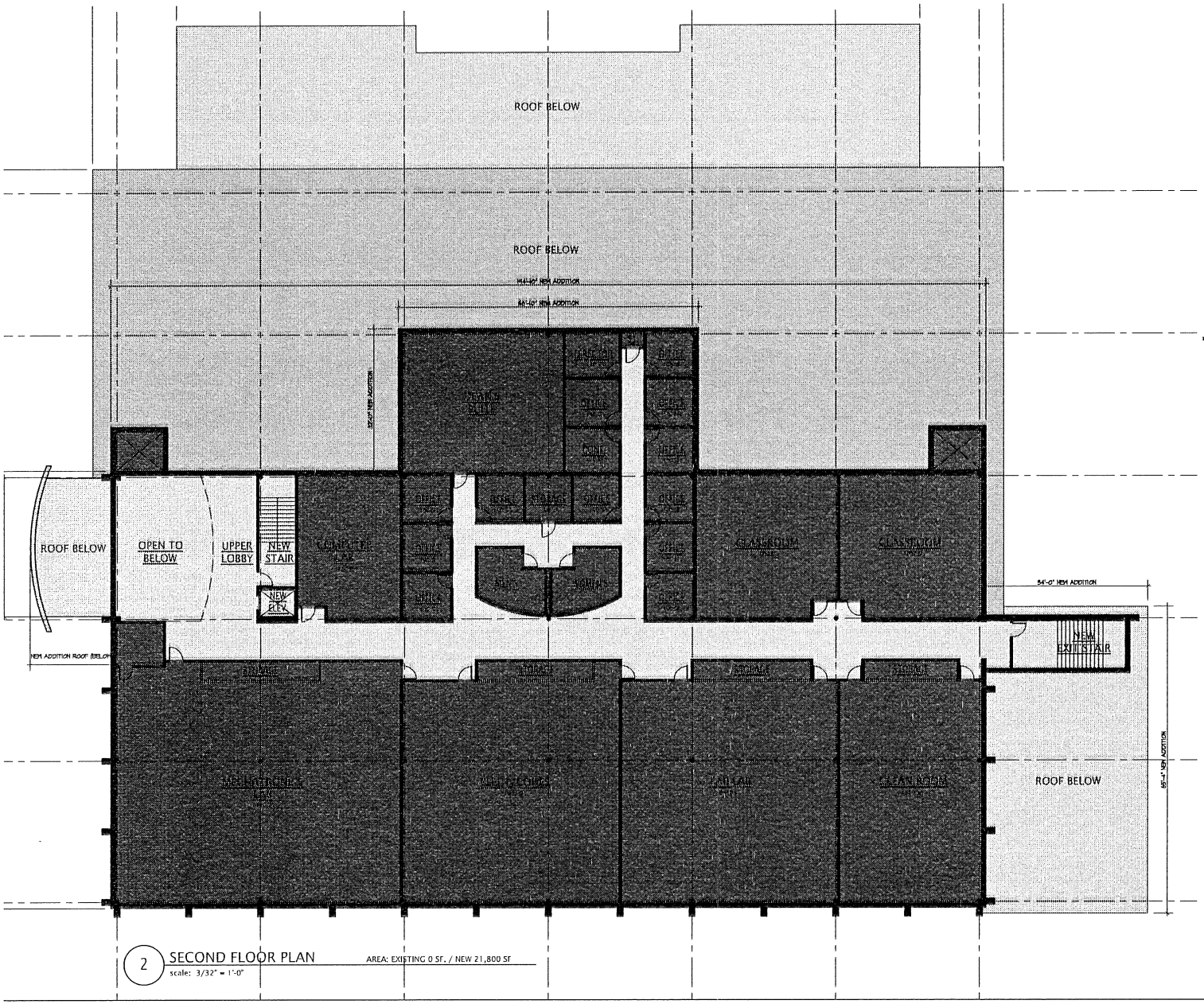
PROPOSED EXPANSION OF:

SCIENCE AND TECHNOLOGY BUILDING

LEGEND:

- EXISTING RENOVATED SPACE
- NEW ADDITION SPACE
- EXISTING WALLS
- NEW WALLS

BONACCI
www.bonacci-architects.com
ARCHITECTS pllc



2 SECOND FLOOR PLAN
scale: 3/32" = 1'-0"

AREA: EXISTING 0 SF. / NEW 21,800 SF

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

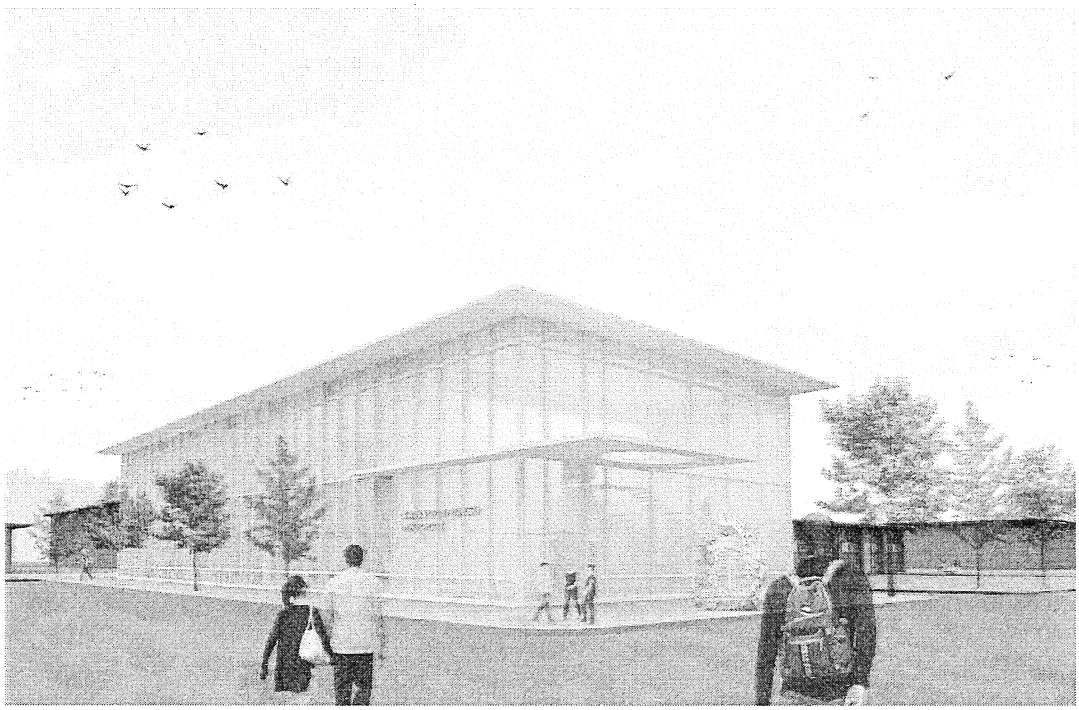
PROPOSED EXPANSION OF:

SCIENCE AND TECHNOLOGY BUILDING

LEGEND:

- EXISTING RENOVATED SPACE
- NEW ADDITION SPACE
- EXISTING WALLS
- NEW WALLS

BONACCI ARCHITECTS



MOHAWK VALLEY COMMUNITY COLLEGE
SCIENCE & TECHNILOGY BUILDING ADDITION AND RENOVATION

SCHEMATIC DESIGN
DECEMBER 20, 2019

DRAWING LIST

Drawing No.	Drawing Name
T-000.00	COVER SHEET
CC-101.00	CODE COMPLIANCE PLAN
D/A-231.00	FIRST FLOOR DEMOLITION PLAN
A-231.00	FIRST FLOOR PLAN
A-232.00	SECOND FLOOR PLAN
A-330.10	EXTERIOR ELEVATIONS
A-331.00	BUILDING SECTIONS
A-441.00	ENLARGED PLAN - FABLAB, HYDRAULICS, MECHATRONICS AND CLEAN RM
A-442.00	ENLARGED PLAN - MACHINE TOOL LAB AND METROLOGY LAB
A-443.00	ENLARGED PLAN - CHEMISTRY
A-444.00	ENLARGED PLAN - HVAC, CIVIL TESTING, ELECTRIC & CODES, AND MOTORS & CONTROLLERS
A-445.00	ENLARGED PLAN - WELDING LAB AND METALLURGY & MATERIAL TESTING
A-751.00	INTERIOR ELEVATIONS
H-101.00	PENTHOUSE PLAN - HVAC

ONEIDA COUNTY NEW YORK 1798

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

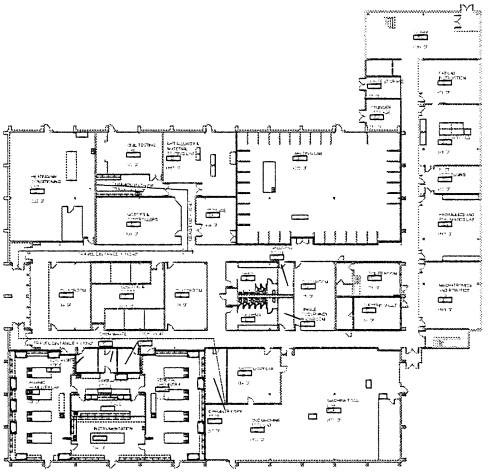
ARCH ASSOCIATES

Mitchell Giurgola

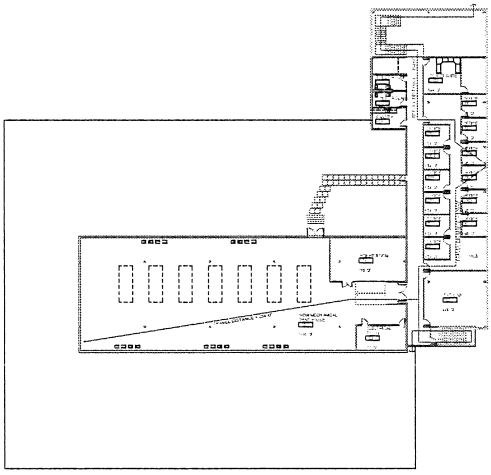
MOHAWK VALLEY COMMUNITY COLLEGE SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

COVER SHEET

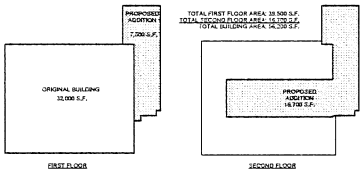
T-000.00



1 FIRST FLOOR PLAN - CODE COMPLIANCE
SCALE: 1/16" = 1'-0"



2 SECOND FLOOR PLAN - CODE COMPLIANCE
SCALE: 1/16" = 1'-0"



BUILDING AREA KEYPLANS

CODE SUMMARY PER THE STATE UNIFORM FIRE PREVENTION AND BUILDING CODE (2016 SUPPLEMENT)

OCCUPANCY CLASSIFICATION:

TYPE OF CONSTRUCTION: New (EXISTING + NEW CONSTRUCTION)

BUILDING HEIGHT & AREA

	HEIGHT	NO. STORIES	BUILDING AREA
PROPOSED	55 FEET	2	16,700 S.F. (50% FRONTAGE INCREASE OVER MAXIMUM OF 39,000 S.F. PERMITTED)
ALLOWED	55 FEET	2	39,000 S.F.

NO. FLOOR OCCUPANTS: -

SPRINKLER SYSTEM PROPOSED: YES

PROVISION: EXITS & ENTRANCES TO BE PROVIDED IN NUMBER PER TABULATED AND MEANS FOR EGRESS PROVIDED IN CORRIDOR AND OTHER ENCLOSED SPACES.

CLASS A FIRE EXTINGUISHERS Minimum floor area per extinguisher - 11,250 SF
Maximum distance of travel to extinguisher - 75 feet

CLASS B, C, & D FIRE EXTINGUISHERS As required by classification (table)

EXIT SIGNAGE Travel distance to an exit shall not exceed 200 feet from any point

COMMON PATH OF EGRESS TRAVEL Not more than 75 feet

DEAD END CORRIDORS Length not to exceed 20 feet

EMERGENCY FIRE ALARM SYSTEM Required throughout building

EMERGENCY POWER, LIGHTING, AND SIGNAGE 1 hour

FIRE RATED CONSTRUCTION

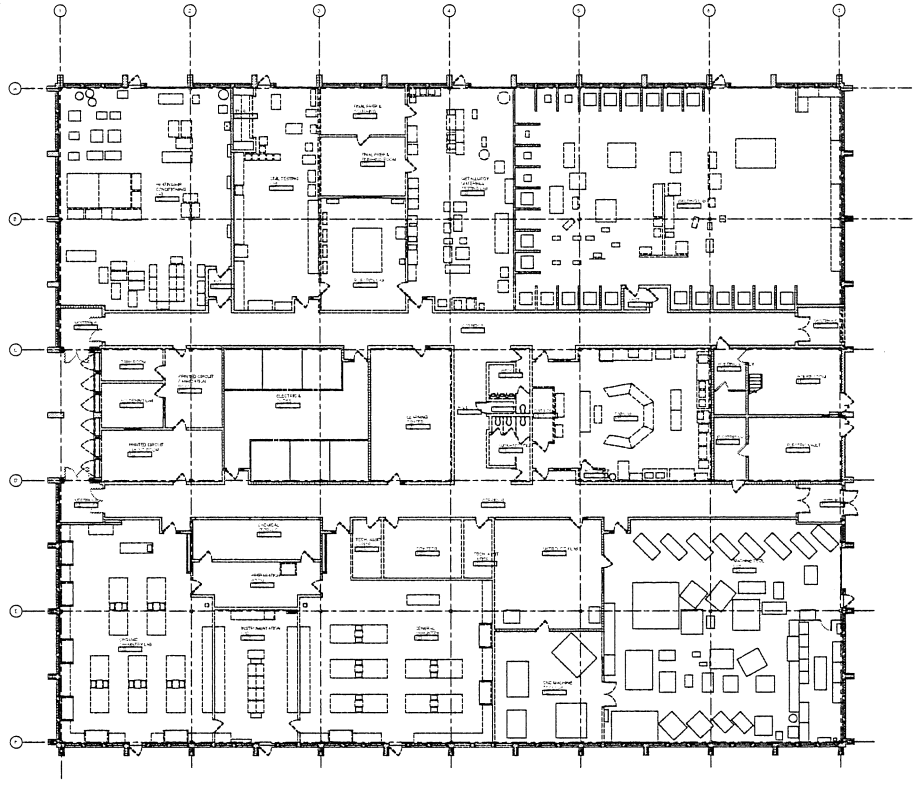
Represents 1 hour fire enclosure: _____

Represents 1 hour fire enclosure: _____

ENERGY CODE SUMMARY PER THE STATE ENERGY CONSERVATION CODE (2016 SUPPLEMENT)

CLIMATE ZONE: 4

	PROPOSED
ROOF	
WALL ABOVE GRADE: METAL FRAME: MASS:	WALL U = 0.064 (R-15) WALL U = 0.151 (R-13)
FENESTRATED (GLASS):	SHALL NOT EXCEED 30%
OPAQUE DOORS: SWINGING DOORS: REVOLVING: TIRED SKYLIGHT: OPERABLE SKYLIGHT: ENTRANCE DOOR: OTHER:	U=0.37 U=0.37 U=0.55 U=0.60 U=0.37 U=0.60 U=0.60 U=0.60 U=0.37 U=0.60 U=0.60 U=0.60 U=0.37 U=0.60 U=0.60



1 FIRST FLOOR DEMOLITION PLAN

ONEIDA COUNTY NEW YORK

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

ARCHITECTS
MARCH ASSOCIATES

Mitchell Giurgola

STRUCTURAL ENGINEER

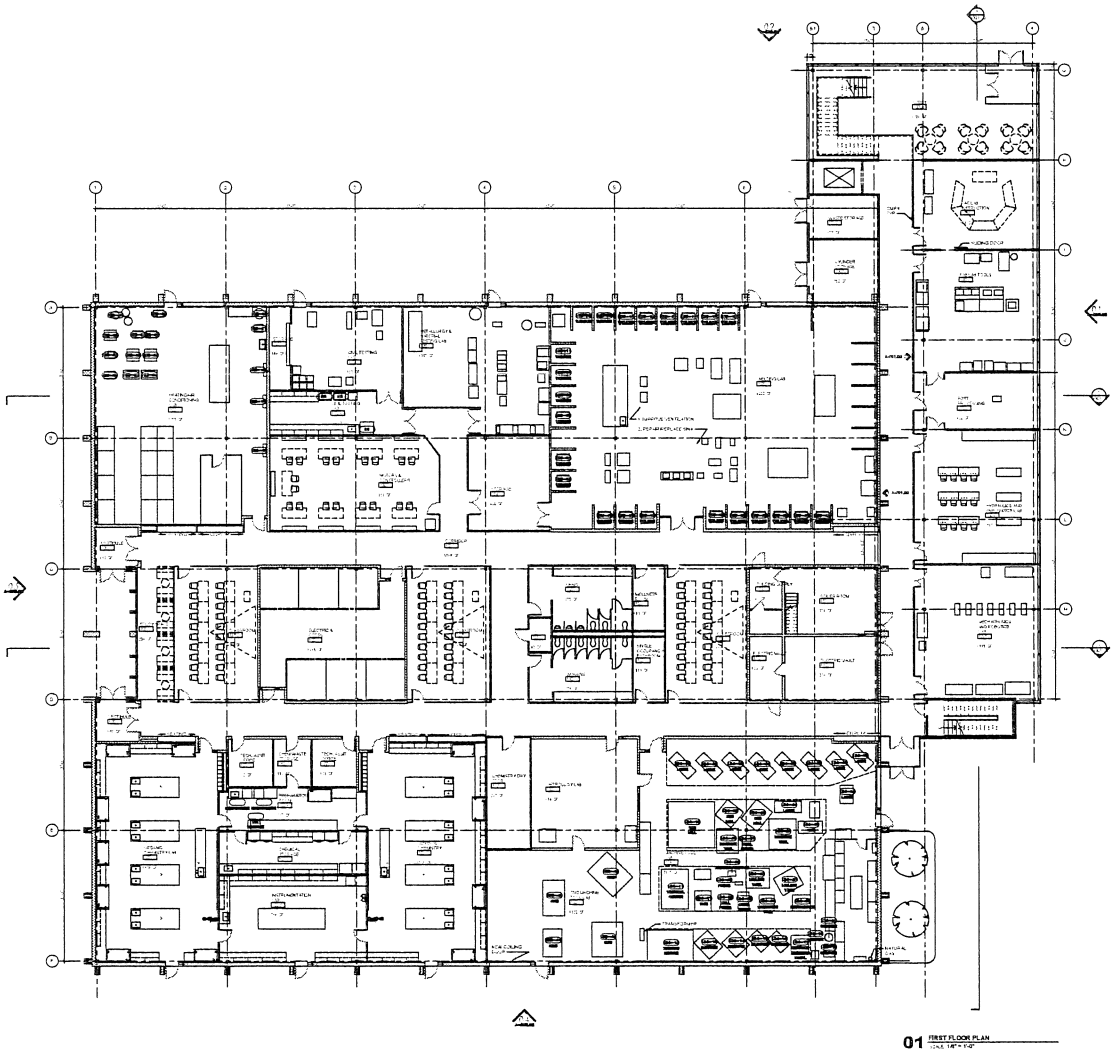
MEP ENGINEER

SITE | CIVIL ENGINEER

MOHAWK VALLEY COMMUNITY COLLEGE SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

FIRST FLOOR DEMOLITION PLAN

DM-201.00



01 FIRST FLOOR PLAN

ONEIDA COUNTY NEW YORK

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

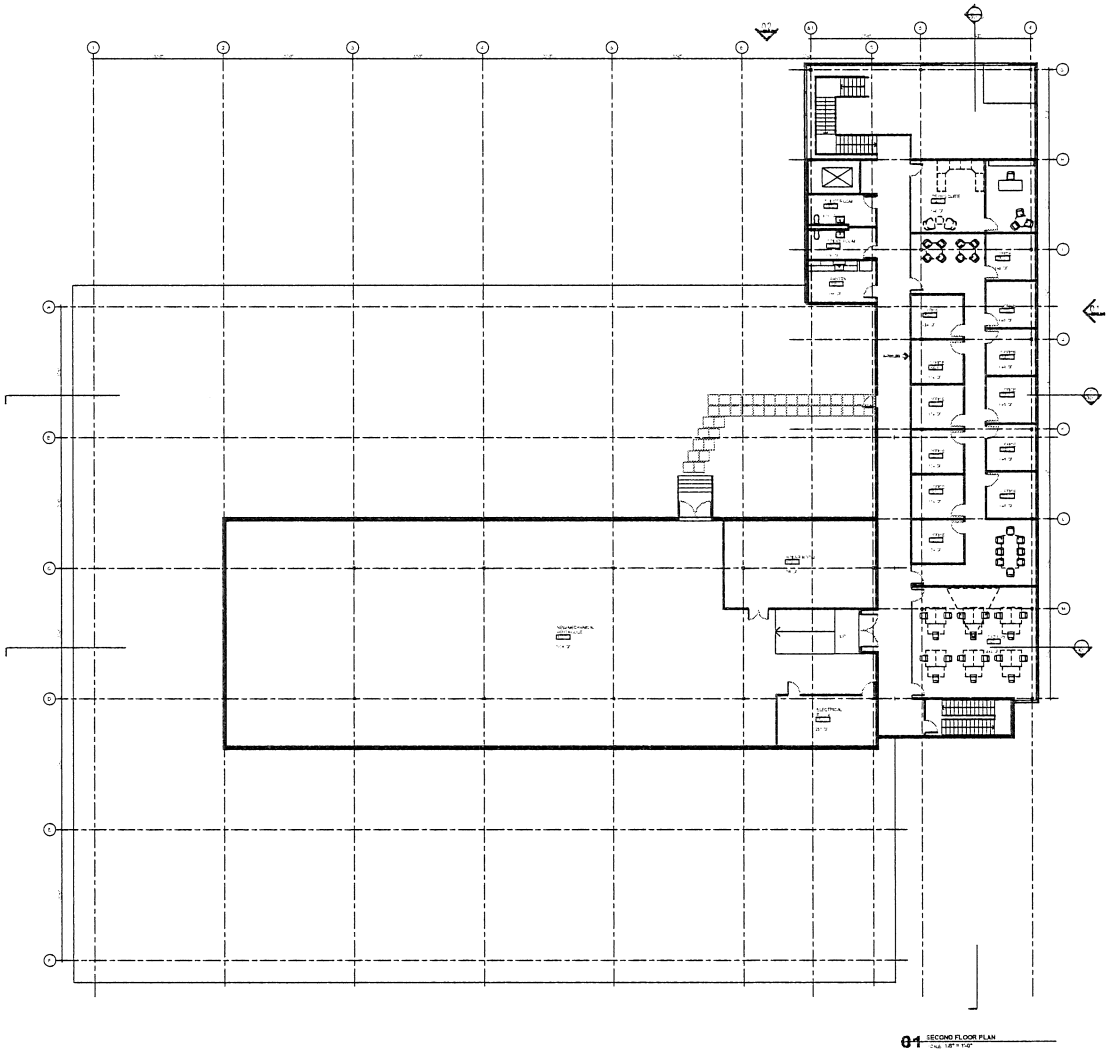
ARCH ASSOCIATES

Mitchell Giurgola

MOHAWK VALLEY COMMUNITY COLLEGE SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

FIRST FLOOR PLAN

A-201.00



01 SECOND FLOOR PLAN

ONEIDA COUNTY NEW YORK 1798

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

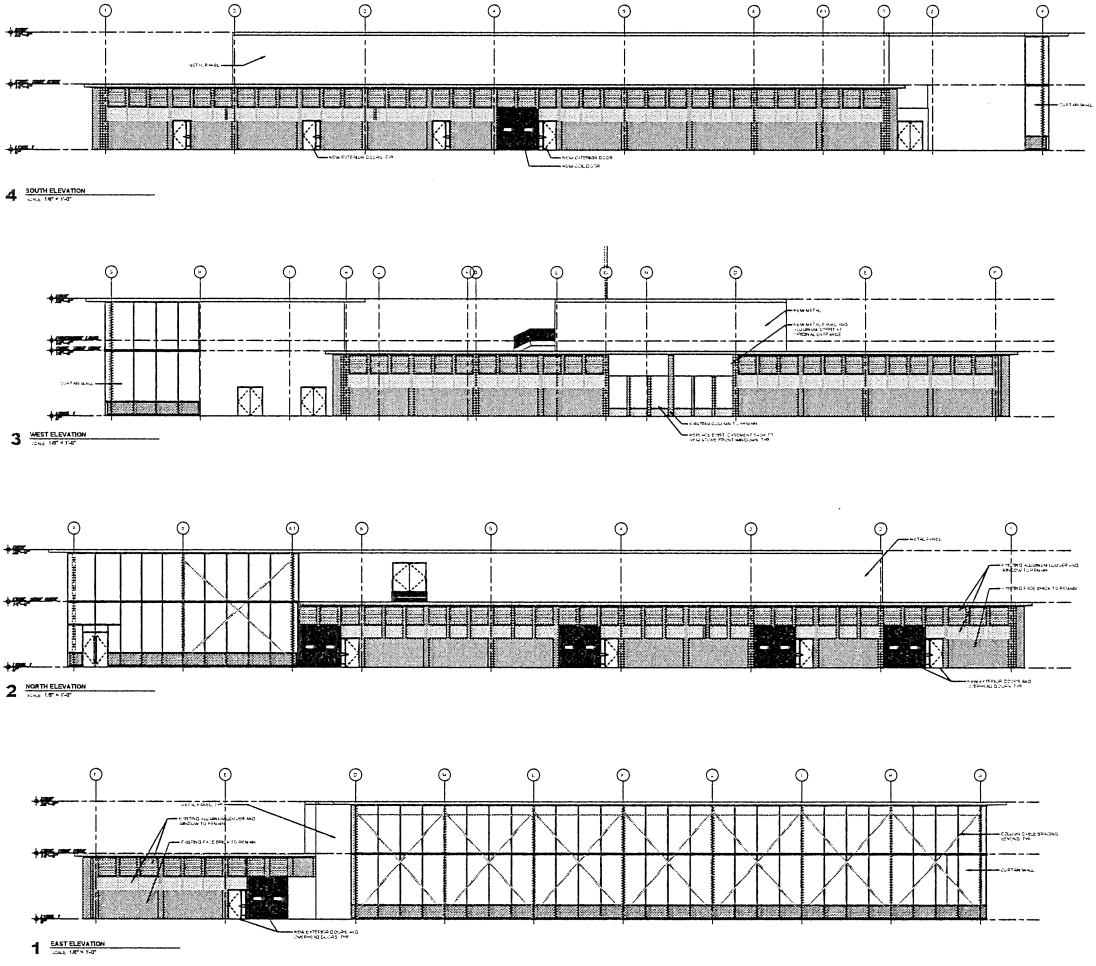
ARCH ASSOCIATES

Mitchell Giurgola

MOHAWK VALLEY COMMUNITY COLLEGE SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

SECOND FLOOR PLAN

A-202.00



4 SOUTH ELEVATION

3 WEST ELEVATION

2 NORTH ELEVATION

1 EAST ELEVATION

ONEIDA COUNTY NEW YORK

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

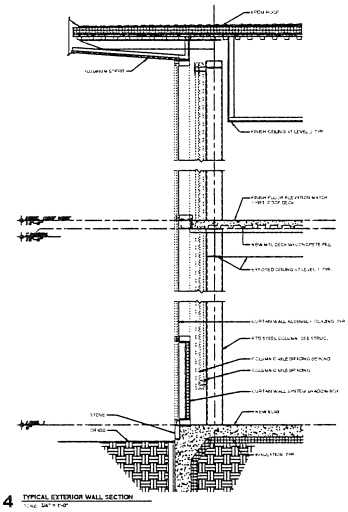
ARCHITECT
MARCH ASSOCIATES

Mitchell Giurgola

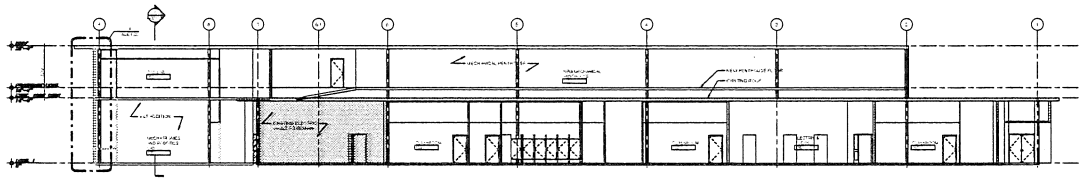
MOHAWK VALLEY COMMUNITY COLLEGE SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

EXTERIOR ELEVATIONS

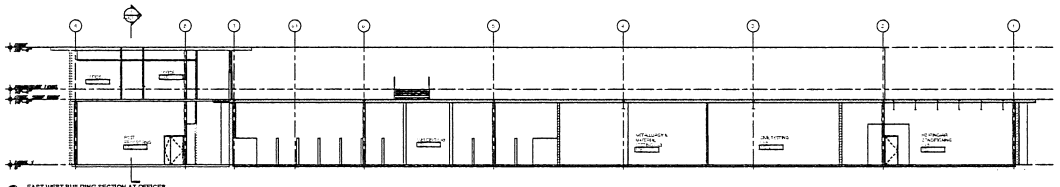
A-300.00



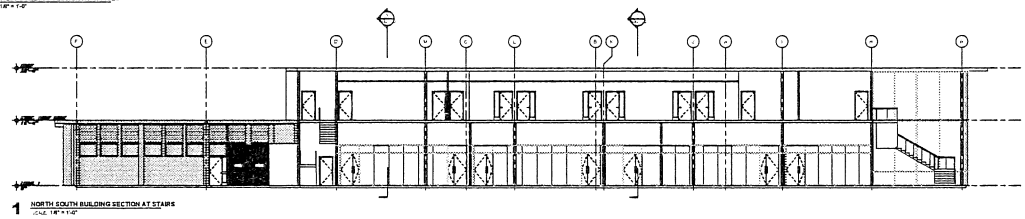
4 TYPICAL EXTERIOR WALL SECTION



3 EAST WEST BUILDING SECTION AT MECH PENTHOUSE



2 EAST WEST BUILDING SECTION AT OFFICES



1 NORTH SOUTH BUILDING SECTION AT STAIRS

ONEIDA COUNTY NEW YORK 1798

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

1101 SHERMAN DRIVE
UTICA, NY 13501
(315) 792-5400

ARCHITECT:
ARCH ASSOCIATES
ARCHITECTS PLANNERS PC

200 Genesee Street, Suite 200
Utica, New York 13501
Phone: 315.733.3064
Fax: 315.733.3391
Web: www.archassoc.com

Mitchell Giurgola

Mitchell Giurgola Architects LLP
420 Fifth Avenue, Suite 711
New York, New York 10018
212 683 4200

STRUCTURAL ENGINEER
Barry A. Associates Consulting Engineers
235 Genesee Street
Utica, NY 13502
315 735 3464

MEP ENGINEER:
Dunn Engineering
11 South Street
Utica, NY 13501
315 735 3308

SITE | CIVIL ENGINEER:
Appel Osborne Landscape Architecture
103 West Onondaga Street
Syracuse, NY 13202
315 479 1022

MOHAWK VALLEY COMMUNITY COLLEGE SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

BUILDING SECTIONS

PROJECT No: 140200 DATE: 12/20/2013
PHASE: CONSTRUCTION DRAWN: SCALE: As noted

A-301.00

EQUIPMENT SCHEDULE RM 1001 TO 1008

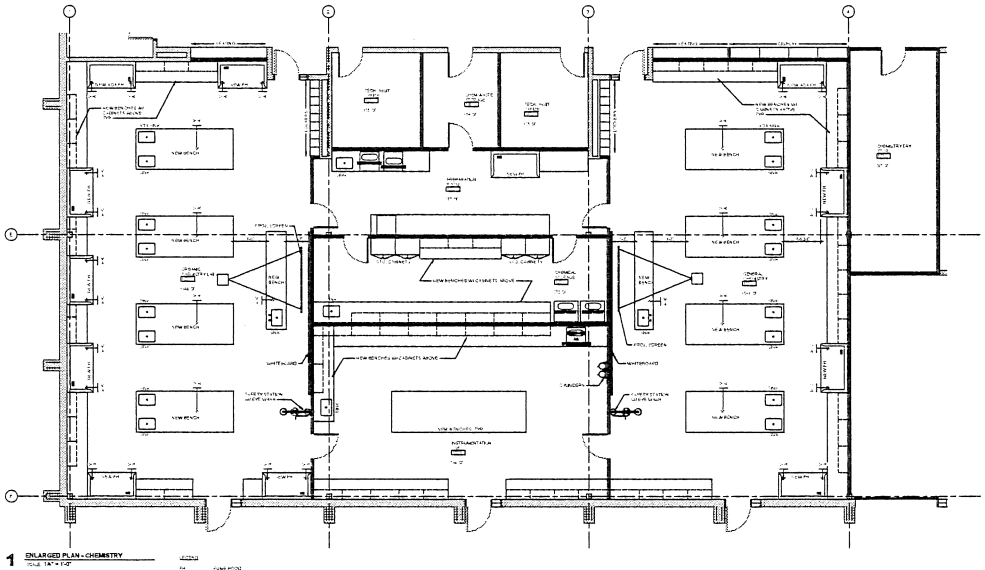
RM NO.	Sheet NO.	Equipment Name	MANUFACTURER	Model No.	Width	Depth	WEIGHT	Electric	HVAC	AIR	GASES	Comments

EQUIPMENT SCHEDULE RM 132, 133 & 134

Rm NO.	Equip. NO.	Equipment Name	MANUFACTURER	Model No.	Width	Depth	WEIGHT	15wDrc	HVAC	AIR	GASES	Comments

EQUIPMENT SCHEDULE CHEMISTRY

Rm NO.	Equip NO.	Equipment Name	MANUFACTURER	Model No.	Width	Depth	WEIGHT	Electric	HVAC	AIR	GASES	Comments



1 ENLARGED PLAN - CHEMISTRY

ONEIDA COUNTY NEW YORK 1798

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

1101 SHERMAN DRIVE
UTICA, NY 13501
(315) 792-5400

ARCHITECT
MARCH ASSOCIATES
ARCHITECTS PLANNERS PC

Mitchell Giurgola

STRUCTURAL ENGINEER

MEP ENGINEER

SITE | CIVIL ENGINEER

MOHAWK VALLEY COMMUNITY COLLEGE
SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

ENLARGED PLAN - CHEMISTRY

PROJECT NO: 140000 DATE: 12/06/2019
PHASE: CONSTRUCTION DOCUMENTS SCALE: 1/4" = 1'-0"

A-403.00

EQUIPMENT SCHEDULE RM 175

Rm NO.	Equip. NO.	Equipment Name	MANUFACTURER	Model No.	Width	Depth	WEIGHT	Electric	HVAC	AIR	GASES	Comments

EQUIPMENT SCHEDULE RM 1027

Rm NO.	Equip. NO.	Equipment Name	MANUFACTURER	Model No.	Width	Depth	WEIGHT	Electric	HVAC	AIR	GASES	Comments

EQUIPMENT SCHEDULE RM 102

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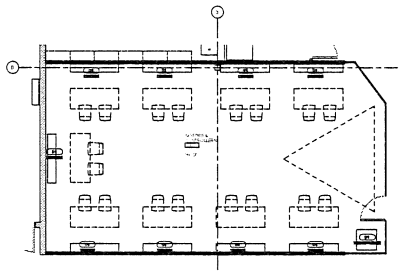
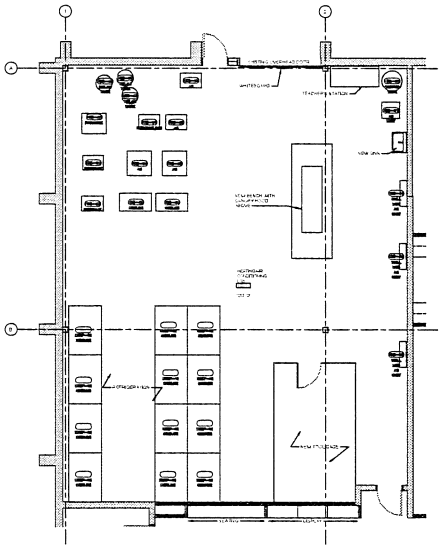
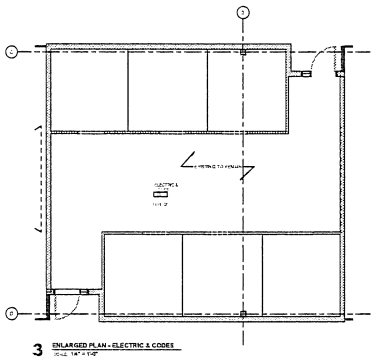


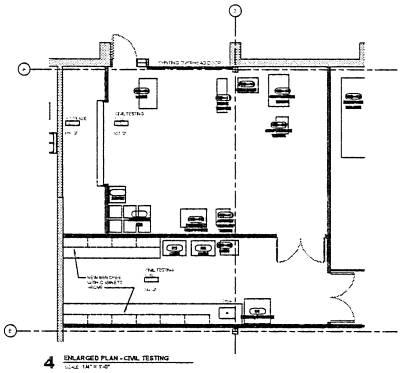
1 ENLARGED PLAN - MOTORS AND CONTROLLERS



2 ENLARGED PLAN - HVAC LAB



3 ENLARGED PLAN - ELECTRIC & CODES



4 ENLARGED PLAN - CIVIL TESTING

ONEIDA COUNTY NEW YORK

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

MARCH ASSOCIATES ARCHITECTURAL PLANNING, P.C.

Mitchell Giurgola

MOHAWK VALLEY COMMUNITY COLLEGE SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

ENLARGED PLAN – HVAC, CIVIL TESTING, ELECTRIC & CODES, AND MOTORS & CONTROLLERS

A-404.00

EQUIPMENT SCHEDULE RM 103 & 109

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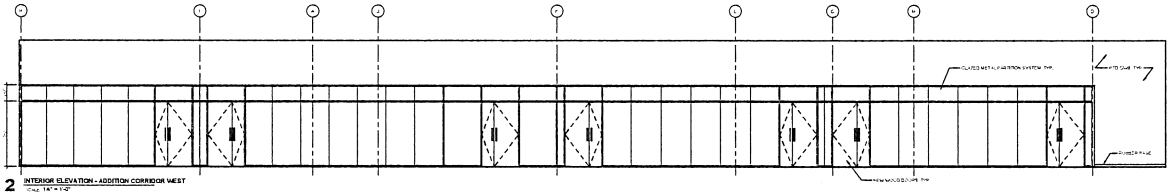
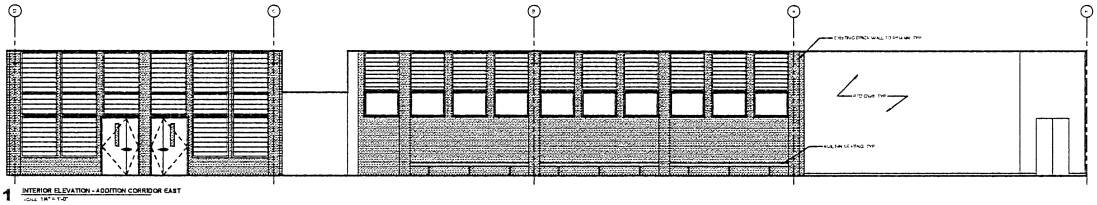


2 INTERIOR ELEVATION - ADDITION CORRIDOR WEST



1 INTERIOR ELEVATION - ADDITION CORRIDOR EAST

ONEIDA COUNTY NEW YORK

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

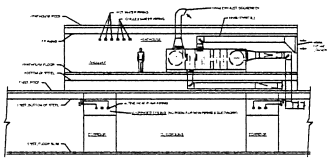
ARCH ASSOCIATES

Mitchell Giurgola

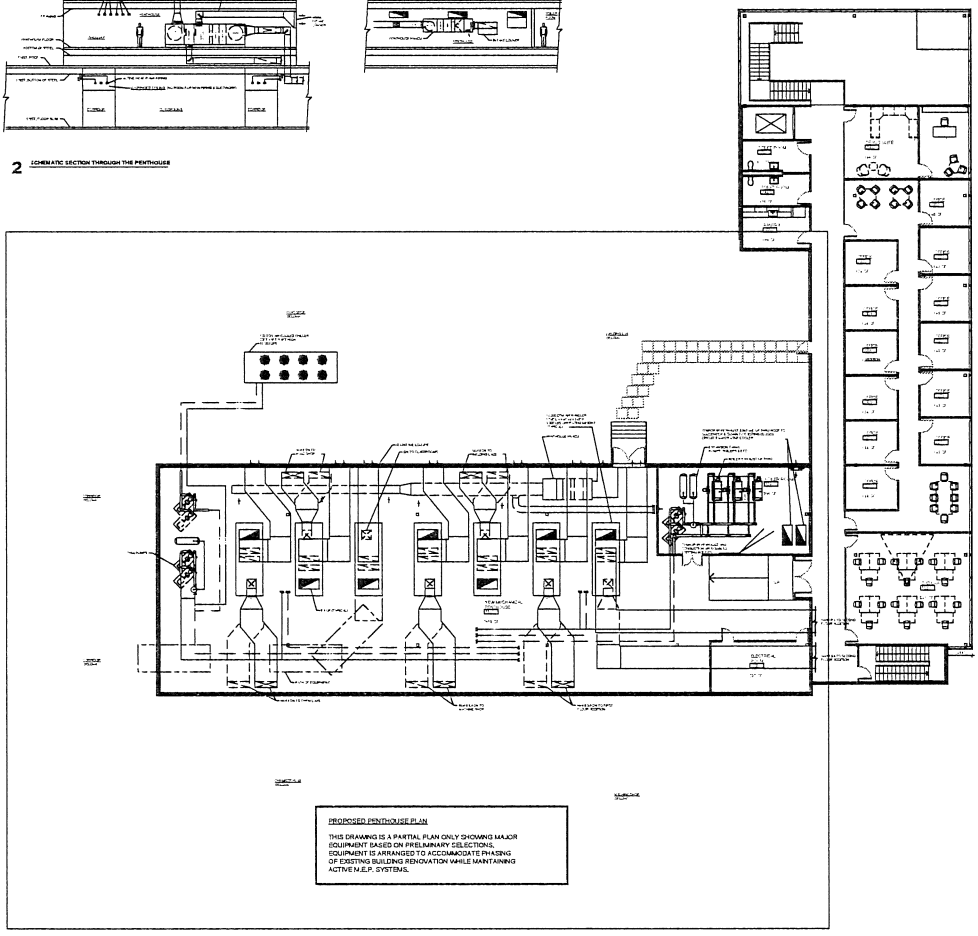
MOHAWK VALLEY COMMUNITY COLLEGE SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

INTERIOR ELEVATIONS

A-701.00



2 SCHEMATIC SECTION THROUGH THE PENTHOUSE



PROPOSED PENTHOUSE PLAN

THIS DRAWING IS A PARTIAL PLAN ONLY SHOWING MAJOR EQUIPMENT BASED ON PRELIMINARY SELECTIONS. EQUIPMENT IS ARRANGED TO ACCOMMODATE PHASING OF EXISTING BUILDING RENOVATION WHILE MAINTAINING ACTIVE M.E.P. SYSTEMS.

1 SECOND FLOOR PLAN - HVAC

ONEIDA COUNTY NEW YORK

MVCC
MOHAWK VALLEY COMMUNITY COLLEGE

ARCHITECT
ARCH ASSOCIATES

Mitchell Giurgola

MOHAWK VALLEY COMMUNITY COLLEGE SCIENCE & TECHNOLOGY BUILDING ADDITION & RENOVATION

PENTHOUSE PLAN – HVAC

H-101.00

ONEIDA COUNTY

MOHAWK VALLEY COMMUNITY COLLEGE

SCIENCE & TECHNOLOGY BUILDING ADDITION AND RENOVATION

Outline Specifications

MARCH ASSOCIATES
Mitchell Giurgola Architects, LLP

5 November 2018

5 November 2018

OUTLINE SPECIFICATIONS

TABLE OF CONTENTS

1.0 General

2.0 Sitework/Foundations

3.0 Superstructure

4.0 Exterior Closure

5.0 Interior Construction

6.0 Specialties

7.0 Conveying

1.0 GENERAL

1.1 PROJECT DESCRIPTION

Construct a two-story addition, new mechanical penthouse, and renovate the existing Science & Technology Building to provide new/upgraded teaching laboratories, classrooms, offices and support spaces at Mohawk Valley Community College, in Utica, New York.

The work includes site clearing, site and interior demolition, excavation, foundations, superstructure, exterior closure, and construction of new interior partitions, ceilings, finishes, specialties, and mechanical and electrical work.

The work will be realized in three phases:

Phase I (Year 1)

- Construct the addition (14,900 SF)
- Construct the Mechanical Penthouse (8,800 SF)
- Construct Mechanical Systems to Support the Addition – 2 AHU's
- Minimal Sitework Associated with the Addition

Phase II (Year 2)

- Renovate the North Side of the Existing Building and Core (18,432 SF)

Phase III (Year 3)

- Renovate South Side of the Existing Building
- Complete Sitework

END OF DIVISION 1.0

2.0 SITEWORK

2.1 DEMOLITION

Demolition of existing masonry partitions noted on Demolition drawing (including doors), ceilings and mechanical-electrical-plumbing work in affected areas.

2.2 FOUNDATIONS AND SUBSTRUCTURES

Excavate for, and construct spread footings and foundation walls. Provide below grade sheet membrane waterproofing, foundation insulation, drainage mat and perimeter footing drain. Pour ground-supported slabs of reinforced concrete. Dewater site as necessary to provide a suitable sub-grade for the addition.

2.3 LANDSCAPING AND SITEWORK

Install exterior walks, plazas and other landscaping features as identified on site plan drawing.

2.4 SITE LIGHTING

Provide allowance for site lighting.

2.5 UTILITIES

See MEP narrative for description of utility relocations, new service connections, and other work.

END OF DIVISION 2.0

3.0 SUPERSTRUCTURE

3.1 Structural Steel Framing: Columns, beams and other framing are ASTM A572-50 structural steel with ASTM 325 high-strength bolt field connections.

3.2 Floors and Roofs: Steel-troweled, regular weight structural concrete fill on ribbed composite steel decking. Shear studs are welded to steel framing through decking.

3.3 FIREPROOFING: Structural steel is fireproofed with non-asbestos sprayed cementitious fireproofing.

3.4 STEEL STAIRS, LADDERS, AND WALKWAYS: NAAMM Architectural Class steel stairs with concrete pan treads and landing pans and sloped steel risers. Handrails, guardrails and railings are flush-welded assemblies of standard weight steel plates, bars and pipe (ASTM A53) at all service areas.

END OF DIVISION 3.0

4.0 EXTERIOR CLOSURE

4.1 CURTAINWALL AND ENTRANCES

Provide new thermally-broken, extruded aluminum curtainwall and entrances with insulating glass, including all trim, seals and accessories with fluorocarbon two coat finish. Outside glazed with pressure plates and compression seal gaskets. Basis of design: Wausau Metals Corp "Superwall" Series.

Curtain wall Base at Grade: 8" high x 2" thick stone with stainless steel anchorage system

4.2 EXTERIOR GLAZING

Vision Glass: 1" thick IGU. Viracon "VE1-2M" with low E coating on #3 surface.

Fritted Glass: 1" thick IGU Viracon VE1-2M with low E coating on #3 surface and Viracon silkscreen "lines" on #2 surface.

4.3 ALUMINUM COMPOSITE METAL: Alcan "Alucobond" or equal 4mm thick composite aluminum panels with .02 mm thick aluminum skin and polyethelyne core. Provide all subgirts, aluminum clips to frame and support panels. Integrate composite metal with curtain wall and window sills, heads and other enclosure conditions as required. Finish: Factory finished in a fluorocarbon three-coat (70% Kynar 500) in architect selected standard color.

4.4 WOOD SOFFITS: Exterior bamboo siding, 5"x1-1/16" phenolic resin infused laminated "boards", installed on studs with aluminum clips, by HDG or approved equal.

4.5 METAL LOUVERS: Factory-finished heliarc-welded extruded aluminum assemblies with continuous stormproof horizontal blades, integral sills, bird screens, and blank-off plates. Factory finished with standard colored PDVF.

4.6 BUILT-UP BITUMINOUS ROOFING (BUR)

HIGH ALBEDO WHITE-COATED ASPHALT BUR: 4-ply BUR of glass fiber roofing felt and hot-mopped asphalt, applied over deck insulation per NRCA Specification 42-IAGA. Base flashings are built-up of glass fiber roofing felts and mineral-surfaced cap sheet over bitumen-set fiber cant strips. Traffic paths are surfaced with walkway protection board, hot-mopped over an additional ply of roofing felt. Other areas are white elastomeric paint coated.

Roof Deck Insulation: Polyisocyanurate foam board with R20 total thermal resistance; applied in two layers with staggered joints. The first layer is mechanically-fastened to the concrete deck and the second layer is hot-mopped.

Tapered Insulation: Polyisocyanurate foam board, factory-tapered to 1/4" per foot, is hot-mopped on top of roof deck insulation. Tapered insulation forms basic roof slopes.

Aggregate Surfacing: Light-colored gravel/slag embedded in flood coat of hot asphalt.

Walkway Protection Board: 1/2" thick, mineral-surfaced bituminous composition boards made for hot-mopped installation (W.R. Meadows White Walk)

Roof Ballast Pavers: 2' x 2' precast concrete pavers.

4.6.1 FLASHING

BUR PENETRATIONS: Roof drain flashing pans and base flashings of pipe/post penetrations are 4-pound sheet lead, bedded in hot-mopped asphalt and stripped to BUR membrane.

THROUGH-WALL FLASHING: Flashing above roof line is 28 gauge (min.) dead soft, fully-annealed, Type 304 stainless steel with a 2D finish. Flashing below roof line is asphalt-impregnated glass fiber covered 5 oz. copper (York Mfg.).

COUNTER-FLASHING: 28 gauge (min.) dead soft, fully-annealed, Type 304 stainless steel with a 2D finish.

4.6.2 ROOF SPECIALTIES AND ACCESSORIES

PREFABRICATED EXPANSION JOINT COVERS: Building expansion joints in built-up roofing are weatherproofed by foam-insulated, neoprene sheet expansion joint covers (Manville Expand-O-Flash) mounted above the waterline on preservative-treated wood curbs. Expansion joint openings beneath covers are fire-safed by mineral fiber fire stopping (USG Thermafiber) retained by sprung-in-place metal lath.

PREFABRICATED CURBS: Welded assembly of structural quality galvanized steel sheet with stepped cant, curbtop wood blocking, and glass fiber insulation. (Pate PC-5 or ThyBar TC-1). Curbs are tapered to match roof deck slope.

END OF DIVISION 4.0

5.0 INTERIOR CONSTRUCTION

5.1 DRYWALL PARTITIONS: Partitions at offices and classrooms are framed with NLB steel studs and tracks (ASTM C645), faced with screw-applied panels, and acoustically treated with perimeter seals and internal acoustical blankets. All partitions are story high. Facing Panels: Finished water-resistant gypsum backing board (ASTM C630) at high humidity locations; finished gypsum wallboard (ASTM C36) in other spaces.

Reinforcement: Galvanized steel sheet anchor plates are built into metal stud partitions to receive anchors for work of other trades. Walls to receive cabinets and shelf-support standards are reinforced with continuous horizontal bands of galvanized steel sheet.

5.2 CONCRETE MASONRY PARTITIONS: Unglazed laboratory partitions are enclosed by single-wythe concrete block partitions.

Concrete Block: 8" (12" if over 14' in height) hollow, lightweight, non-loadbearing concrete block (ASTM C145 Grade N, Type I) in standard modular size, laid up in running bond in Portland cement-lime mortar (ASTM C270 Type N); reinforced 16 inches oc with prefabricated bed joint.

5.3 ARCHITECTURAL WALL SYSTEM: Partitions for glazed walls are tempered glass in powder-coated aluminum frames. Basis of design: Infinium "Refine."

5.4 INTERIOR DOORS AND FRAMES

HOLLOW METAL DOORS AND FRAMES: Flush, seamless, hollow steel doors in set-up and welded pressed steel frames. Set-up and welded pressed steel frames for borrowed lights at office suite entrances. Steel: Cold-rolled; galvanized steel for toilet rooms and other wet areas; uncoated steel elsewhere.

Service Class Construction: 16 gage doors and 14 gage frames for delivery and service doors for cart traffic; 20 gage doors and 18 gage frames for utility closets and other infrequently-used spaces; 18 gage doors 16 gage frames elsewhere.

Glazed Lights: Lights in fire-rated assemblies are single-glazed with wired glass. Lights in sound-rated assemblies are double-glazed with laminated glass. Lights in other assemblies are single-glazed with annealed float glass.

WOOD DOORS: Solid core flush doors and half-glazed doors, hung in hollow metal frames.

Flush Wood Doors: Factory-finished, AWI Premium Grade, doors with mineral board cores at fire-rated locations, staved lumber core doors at other locations.

5.5 CEILINGS

DRYWALL CEILINGS (DW): 1/2" (min.) thick gypsum wallboard is screw-attached to furring channels fastened to existing ceiling or to new framing system.

ACOUSTICAL PANEL CEILINGS (ACP): Molded mineral fiber lay-in panels in 9/16" ceiling grid with shadow reveal trim at perimeter.

ACOUSTICAL WOOD CEILINGS: Select, quarter-sliced, slip-matched Select White Oak-veneer linear slat style acoustical wood ceiling. Armstrong WoodWoorks "Linear", with sound absorbing insulation behind wood planks.

5.6 FLOOR FINISHES:

Linoleum Sheet Flooring: Johnsonite "Veneto," or approved equal, in colors, installed in patterns.

Ceramic Mosaic Tile Flooring: Standard Grade 2" x 2" x 1/4" unglazed porcelain (ANSI A137.1), thinset with latex-portland cement mortar (ANSI A108.5).

Vinyl Composition Tile Flooring (VCT): Armstrong Migrations BioBased Tile.

Entry Mat: Stainless steel walk-off mat at all entries. Basis of Design: Construction Systems Floorometry 201

Resinous Flooring: Seamless epoxy chemical resistant coating poured over a monolithic elastomeric waterproof membrane. Basis of Design: Dex-o-Tex, or approved equal

Polished Concrete: Concrete is filled, ground and polished for a finished appearance, dustproofing and increased durability.

5.7 BASE:

Rubber Cove Base: Topset cove (FS. SS-W-40A), 4" x 0.085". Allstate Rubber Co.

Ceramic Mosaic Tile Base: Cove base to match CMT flooring, thinset with latex-modified portland cement mortar (ANSI A108.5).

Resinous Base: Seamless epoxy chemical resistant coating poured over a monolithic elastomeric waterproof membrane used to create 4" cove base. Basis of Design: Dex-o-Tex, or approved equal

5.8 WALL FINISHES:

Paint: Two coats over primer/sealer/filler; alkyd semigloss for metal, latex eggshell for other surfaces.

Glazed Wall Tile (GWT): Standard Grade 3" x 6" x 5/16" bright-glazed wall tile (ANSI A137.1), thinset with portland cement mortar (ANSI A108.5).

Epoxy Paint: Two coats epoxy paint over epoxy primer "Carbo-Guard" by Carboline or equivalent.

5.9 CEILING FINISHES:

Paint: Two coats acrylic latex over primer/sealer/filler; flat.

5.10 FINISH SCHEDULE

SPACE(S): **First Floor Lobby**

Floor: Polished Concrete

Base: Vinyl Tile

Wall: Painted Gypsum Board/ Wood Panels

Ceiling: Painted Gypsum Board/Wood Perforated Ceiling

SPACE(S): **Offices/Classrooms/Meeting Rooms**

Floor: Linoleum

Base: Rubber

Wall: Painted Gypsum Board

Ceiling: Acoustical Panel

SPACE(S): **Laboratories & Lab Support Areas**

Floor: Polished Concrete

Base: Rubber

Wall: Painted Gypsum Board

Ceiling: Acoustical Panel

SPACE(S): **Corridors**

Floor: Linoleum

Base: Rubber

Wall: Painted Gypsum Board

Ceiling: Acoustical Panel

SPACE(S): **Mechanical Penthouse**

Floor: Resinous

Base: Resinous

Wall: Painted CMU

Ceiling: None

SPACES: **Toilet Rooms**

Floor: Ceramic Tile

Base: Ceramic Tile

Wall: Ceramic Tile/Painted Gypsum Board

Ceiling: Painted Gypsum Board

END OF DIVISION 5.0

6.0 SPECIALTIES

6.1 ARCHITECTURAL WOODWORK

Lobby wood wall paneling: Select Creamy Bamboo. AWI Premium Grade.

6.2 FINISH HARDWARE:

Locks: Heavy duty mortise locks for all doors. Lever handles for all locations. US32D finish.

Exit Devices: UL305 fire exit devices. Concealed vertical rod type for full-glazed metal entrance doors. Rim vertical rod types for hollow metal and wood doors. US32D finish.

Cylinders and Keying: Removable cores, capable of great grand master keying; with construction master feature.

Butt Hinges: Full mortise flush-barrel hinges; US32D for all doors. FSPC utility closet doors have UL-listed self-closing hinges with anti-friction bearings. Doors with closers have 5-knuckle ball-bearing hinges. Other doors have 5-knuckle plain bearing hinges.

Surface Closers: Modern type with cover; standard or parallel arm mounting as required for room-side installation at all doors except full-glazed entrances and closets. Sprayed aluminum finish.

Miscellaneous Builder's Hardware: Pushes, pulls, door plates x US32D. Flush bolts, stops, and stays x US26D.

Card Access Systems: Provide full card access systems with electrified hinges and all other related hardware at all exterior doors and 50% of interior doors

6.3 TOILET PARTITIONS: Floor-supported partitions and doors of solid surface material. Wall hung urinal screens of solid surface material. Fittings and hardware and stainless steel or chrome-plated brass. Basis of Design: Corian or Avonite

6.4 VISUAL DISPLAY BOARDS

WHITEBOARDS: Factory-assembled fixed units consisting of a porcelain-enameled steel whiteboard panel, natural-anodized aluminum frame and chalk tray, and concealed wall-mounting device (Greensteel, Inc.). Writing surface is suitable for felt markers.

BULLETIN BOARDS: Factory-assembled fixed units consisting of a cork bonded to steel backer panel, natural-anodized aluminum frame, and concealed wall-mounting device (Forbo). Tack surface is self-healing.

6.5 IDENTIFYING DEVICES

EXTERIOR BUILDING SIGNAGE: 6" High Pin-mounted stainless steel letters and Center logo.

DIRECTORY: non-illuminated, extruded aluminum framed, glass front directory, 24" x 36" (Quantity: 3)

SIGNS: Room, directional and locational signs are satin natural anodized aluminum with raised acrylic pictograms, applied acrylic text and embedded Braille rasters. Rooms where the occupant is subject to change have acrylic name inserts. 8" x 8" size. Assume one sign at each door location. Basis of Design: SysTech by VGS or equal.

6.6 TOILET ROOM ACCESSORIES

CABINET UNITS: Welded construction of 22 gage (min.) satin-finished stainless steel; drawn one-piece seamless exposed flanges with returned edges; double pan warp-resistant doors hung on stainless steel continuous hinges; keyed-alike tumbler locks; removable inner waste receptacles.

Surface-mounted twin roll toilet tissue dispensers with automatic roll replacement.

GRAB BARS: 1-1/2" diameter bars welded to exposed mounting flanges; stainless steel with non-slip gripping surface; mounting kits appropriate to the mounting surface; complying with ASTM F446 requirements.

TOILET VANITY COUNTERS: 1" thick granite with steel substructure and undermount stainless steel sinks.

HAND DRYERS: Recessed, electric hand dryers. Basis of Design: World Dryer Low DDC

6.7 AUDIO-VISUAL EQUIPMENT

Projection Screens: Manual screens in all classrooms and meeting rooms. Basis of Design: Draper

Audio Visual Equipment: By Owner.

6.8 WINDOW SHADES: Manually-operated solar shades with extruded aluminum head box (Mechoshade or equal).

6.9 LABORATORY CASEWORK

FLOOR-SUPPORTED CASEWORK: Floor-supported wood base cabinets, base cabinet-supported tops and sinks, adjustable shelves. Floor-supported glass front wood storage cabinets, wood tables, ventilated cabinets and flammable storage cabinets and other laboratory casework items.

Wood Cabinets (Fixed): Premium grade, full overlay construction, wood-veneered panels and matching lumber trim with a transparent finish.

Wood Cabinets (Movable): Cabinet grade and construction generally as described for fixed cabinets. Cabinets shall consist of a 30" high base cabinet on casters with plastic laminate top surface, edge banding around top perimeter and finished all sides. A 6" deep drawer box, same dimension as the case below, sits as an apron on the base unit, held in place by stainless steel pins engaging the cabinet's top rail. Movable cabinets contain anti-tip mechanism.

Hardware to include full extension drawer glides, concealed hinges, pulls, locks, file drawer followers, grommets, shelf clips.

Wall mounted shelf support system: Slotted standards to support shelf brackets.

Epoxy resin lab bench tops and sinks (Chemistry): Molded chemical and abrasion resistant epoxy resin, one inch thick with integral coved backsplash, marine edges at sinks.

Butcher Block Tops (Other Labs): 1-1/2" thick tops of laminated hard maple strips.

Stainless Steel Sinks: 16 gage type 304 or 316 stainless steel with coved corners, heliarc-welded seams, and sound-deadening mastic on concealed surfaces; 316 stainless steel outlet with removable strainer, locknut, tailpiece, and high overflow, and plug stopper.

6.10 LABORATORY EQUIPMENT

FUME HOODS: Restricted bypass type designed for use with an independent variable air volume controller. Hoods shall have vertical rising sashes. Hoods shall be equipped with cupsink, cold water, gas, vacuum service fittings and face velocity monitor.

CANOPY HOODS: Steel sheet fabrications with welded and ground seams; complete with hood support rods, hanger clips, and brackets.

SERVICE FITTINGS: Factory-tested, standard products especially designed for laboratory use; by a single manufacturer throughout the Project (Water Saver Faucet). Fume hood fittings are color-coded.

Valve Bodies: 85-5-5 alloy cast red brass.

Valve Stems, Renewable Units, Packing Nuts, and Outlet Nozzles: Made from solid brass stock.

Replaceable Seats, Needle Cones, Valve Discs, and Screws: Stainless steel or monel; coated for increased chemical resistance.

Compressed Air, and Vacuum Fittings: Equipped with needle valve, floating cone, and seat.

Emergency Shower: Piped from wall or ceiling, with pull chain.

Eyewash: Twin head units with vinyl covers, and push arms.

6.11 ORNAMENTAL METAL:

Provide ornamental steel metalwork complying with NAAMM standards for fabrication and finish at the new addition lobby stairs including stringers, handrail and guardrails.

END OF DIVISION 6.0

7.0 CONVEYING

7.1 Service Elevator, complete with car enclosure, hoistway entrances, equipment, appointments, and accessories necessary to provide legal, operating elevator in a legal hoistway. Work includes regular maintenance and call-back service for one year following issue date of Certificate of Compliance.

7.2 SERVICE ELEVATOR (SE1):

Quantity: One (1).

Type: Service with Class C1 freight loading.

Capacity: 4,500 lb.

Speed: 400 fpm.

Floors Served: 1 and 2..

Front Entrances: All.

Rear Entrances: None.

Operation: Selective Simplex.

Control: Non-regenerative variable voltage variable frequency or approved equal control system.

Pushbutton Risers: One (1).

Platform: 6'-0" wide x 9'-0" deep.

Guide Rails: Steel tees at sides with rail backing as required

Buffers: Oil.

Cab Included: Manufacturer's standard design.

Car Door Size: 4'-0" wide x 8'-0" high.

Hoistway Door Size: Same as car.

Door Operation: Two speed side opening.

Fixture and Signals: To be determined.

Machine Type: Geared traction.

Machine Location: Overhead.

PROTECTIVE PADS: Provide removable pads suspended from stainless steel hooks that are permanently attached to car walls.

SHAFT ENTRANCES: UL B-labeled 1-1/2-hour fire resistance rated hollow metal assemblies with extruded aluminum sills. Entrances are clad with #4-finished stainless steel.

FIXTURES: Hall lanterns with illuminating arrows and arrival gongs; hall stations with illuminating pushbuttons; car station; car position indicator; transciever for emergency communication with the Service Building; emergency lighting. Fixtures comply with applicable handicapped requirements.

END OF DIVISION 7.0

SECTION 23 50 61

BOILERS/BURNERS, HOT WATER

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install boiler/burners in accordance with the sizes, capacities and locations shown on the drawings.

B. Units shall be the sealed combustion, low mass, high efficiency, condensing type; constructed in accordance with New York State Labor Department Code, ASME Standards, National Fire Protection Association requirements; Underwriters Laboratories listed; factory tested (in accordance with IBR requirements) and wired (in accordance with the National Electrical Code); complete with heat exchanger, burner, jacket, accessories, instantaneous domestic water heater, operating and safety controls, warranty and field checking start-up service.

1.02 WARRANTY

A. Units shall be warranted by the manufacturer to be free from defects in equipment, materials and workmanship for a period of two years from the date of final acceptance by the Owner, during which time all above mentioned defects shall be corrected and all services incidental to proper performance shall be provided free of charge.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Aerco or approved equal.

2.02 DESCRIPTION

A. Heat exchanger:

1. 316L stainless steel.

2. Flanged connections, inspection openings.

B. Burner:

1. Stainless steel with woven metal fiber outer covering.

2. Variable speed fan, spark ignition.

3. Fuel:

a. [Natural gas.] [Propane gas.]

b. ASME CS01 gas train.

c. Independent trains, selector switch.

4. Insurance approval:

a. [FM.] [IRI.] [UL.]

C. Accessories:

1. Relief valve.

2. Drain valve.

3. Pressure/temperature gauge.

D. Controls:

1. General:

a. Microprocessor based, multiple unit integrated..

b. Digital display.

c. Control transformer.

2. Operating:

a. Fully modulating.

b. Equal runtime.

c. Part load multiple unit operation for maximum efficiency.

d. Auxiliary equipment contact closure.

e. Outdoor reset.

f. Open protocol building management system [BACnet] [Lonworks] interface.

g. Domestic hot water priority.

3. Safety:

a. High limit.

b. Low water.

1) Primary (automatic reset).

2) Auxiliary (manual reset).

c. Freeze protection.

4. Monitoring:

a. HWS temperature.

b. HWR temperature.

c. OA temperature.

d. Flue gas temperature.

E. Instantaneous domestic water heater:

1. Heat exchanger:

a. Plate and frame.

b. Stainless steel, double wall, ASME compliant.

c. NSF/ANSI 61 and NSF/ANSI 372 compliant.

2. Trim:

a. Isolating valves, inlet strainers.

b. Control valve, sensors.

c. Air vent/de-liming connection, blowdown/drain valves.

d. Differential pressure gauge.

3. Controls:

a. Panel mounted, digital display.

b. Operating, safety high limit.

PART 3 – EXECUTION

3.01 FIELD CHECKING START-UP

A. Unit field checking, testing and start-up (including verbal operating instructions as required and requested by the Owner's authorized representative) shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

END OF SECTION

SECTION 23 51 11

CHILLERS, SCROLL, AIR COOLED

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install chilled water generators in accordance with the sizes, capacities and locations shown on the drawings.

B. Units shall be the orbiting scroll, air cooled type; designed for outdoor application; factory fabricated, tested, piped and wired (in accordance with the National Electrical Code); Underwriters Laboratories listed, shipped and packaged complete with weatherproof cabinet, compressor/motor, evaporator, condenser, electrical components, operating and safety controls, vibration isolators, initial charges of refrigerant and lubricating oil, warranty and field checking start-up service.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Carrier, McQuay, Trane, York or approved equal.

2.02 DESCRIPTION

A. Cabinet:

1. Welded galvanized steel frame.

2. Reinforced heavy gauge steel panels, access doors.

3. Weather resistant finish (zinc coated, phosphatized, epoxy primer, baked enamel paint).

B. Compressor/motor:

1. 3600 RPM, direct drive, orbiting scroll.

2. Dedicated circuits (multiple compressors) as scheduled.

3. Suction gas cooled, hermetic motor.

4. Service valves (suction, discharge, oil charging).

5. Forced lubrication, oil level sightglass.

6. Crankcase heaters.

7. [Hot bas bypass.]

C. Evaporator:

1. Insulated shell-and-tube type; designed in accordance with ASME requirements for unfired pressure vessels.

2. Seamless copper tubes, mechanical tube sheet bond.

3. Refrigerant specialties (solenoid valve, removable core filter drier, sight glass, thermal expansion valve, charging port).

4. Drain and vent connection, temperature sensor wells, heat tracer (suitable for -20F protection).

5. 225 psig refrigerant side working pressure, 150 psig waterside working pressure.

D. Condenser:

1. Coils:

a. Copper tube, aluminum fin, 425 psig leak test.

b. Sub-cooling circuit, accumulator.

c. Louvered, galvanized steel mesh panels.

2. Fans:

a. Vertical discharge, direct-drive, permanently lubricated ball bearings, thermal overload protection, decorative grilles.

b. Statically and dynamically balanced.

E. Electrical components:

1. Single point wiring connection.

2. Disconnect switch, motor controllers, contactors, service switches, relays, control transformers.

3. Short circuit and overload protection.

F. Controls:

1. General:

a. Unit mounted, NEMA 3R enclosure.

b. Microprocessor based.

c. Liquid crystal display, keypad, RS-232 communication port, 4-20 milliampere input.

2. Operating:

a. Capacity compensation.

b. Equal runtime/anti-recycle, each compressor/condenser fan.

c. Entering water temperature driven leaving chilled water temperature reset.

d. Periodic pumpdown.

3. Safety (cutout, manual reset):

a. Low evaporator refrigerant pressure.

b. High condenser refrigerant pressure.

c. Low compressor refrigerant suction temperature.

d. High compressor motor winding temperature.

e. Low leaving chilled water temperature.

f. Loss of chilled water flow.

g. Low voltage.

h. Phase imbalance/loss/sequence.

4. Monitoring:

a. Entering and leaving chilled water temperature.

b. Compressor motor winding temperature.

c. Compressor refrigerant suction temperature.

d. Compressor refrigerant discharge temperature.

e. Evaporator and condenser refrigerant pressure fault.

f. Chilled water flow.

G. Vibration isolators:

1. [Rubber-in-shear.] [Spring].

H. Accessories:

1. Counter/hour meter:

a. Compressor starts and hours of operation (each unit).

2. Flow switch.

3. Low ambient dampers:

a. Microprocessor-based logic.

b. Airflow modulation permitting operation to 0F.

4. Remote monitoring panel.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Electrical wiring:

1. It is the intent of this specification that all electrical wiring required to accomplish the unit control shall be the responsibility of this Contractor and that it shall be installed in strict accordance with the National Electrical Code.

2. All wiring shall be installed in electrical metallic tubing with compression type couplings and connectors.

3.02 FIELD CHECKING START-UP

A. Unit field checking, testing and start-up (including verbal operating and maintenance instructions required and requested by the Owner) shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

END OF SECTION

SECTION 23 51 25

CIRCULATING PUMPS, LINE MOUNTED, VERTICAL SPLIT CASE

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install line mounted circulating pumps in accordance with the sizes, capacities and locations shown on the drawings.

B. Units shall be the single stage, vertical split case type; factory tested, cleaned and painted.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Bell & Gossett, Armstrong or approved equal.

2.02 DESCRIPTION

A. Volute:

1. [Cast iron,] [cast bronze,] 175 psig working pressure.

2. Mounting flanges; gauge (suction and discharge), vent and drain tappings.

3. Arranged to permit servicing pump intervals without disturbing adjoining piping.

B. Impeller:

1. Cast bronze, enclosed type.

2. Dynamically and hydraulically balanced.

C. Shaft:

1. Hardened alloy steel.

2. Permanently lubricated ball bearings.

D. Seal:

1. Internally flushed, mechanical type.

2. Ceramic seat, carbon ring, bronze shaft sleeve.

E. Motor:

1. Refer to Specification Section 23 55 94, *Motors*.

F. Coupling:

1. Replaceable, flexible spring type.

PART 3 – EXECUTION

3.01 INSTALLATION

A. The associated inlet and outlet piping shall be rigidly supported near the pump and precisely aligned with suction and discharge connections.

3.02 FIELD CHECKING START-UP

A. Unit field checking, testing and start-up (including verbal operating and maintenance instructions required and requested by the Owner) shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

END OF SECTION

SECTION 23 51 28

CIRCULATING PUMPS, BASE MOUNTED, END SUCTION

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install base mounted circulating pumps in accordance with the sizes, capacities and locations shown on the drawings.

B. Units shall be the single stage, end suction type; factory tested and shipped as a package.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Bell & Gossett, Armstrong or approved equal.

2.02 DESCRIPTION

A. Volute:

1. Cast iron, 175 psig working pressure.

2. Piping connection, flanges; gauge (suction and discharge), vent and drain tappings.

3. Arranged to permit servicing pump intervals without disturbing adjoining piping.

B. Impeller:

1. [Stainless steel] [Cast bronze], enclosed type.

2. Dynamically and hydraulically balanced.

C. Shaft:

1. Hardened alloy steel.

2. Heavy duty, greaseable ball bearings.

D. Seal:

1. Mechanical type.

2. Ceramic seat, carbon ring, bronze shaft sleeve.

3. Internal flush (chilled water, hot water), external flush (condenser water).

E. Bearing frame assembly:

1. Hardened alloy steel shaft.

2. Heavy duty, greaseable ball bearings.

F. Motor:

1. Refer to Specification Section 23 55 94, *Motors*.

G. Coupling:

1. Flexible type, center dropout arrangement.

2. Guard.

H. Baseplate:

1. Heavy structural steel, open grouting area.

PART 3 – EXECUTION

3.01 INSTALLATION

A. The associated piping system shall be supported independently and precisely aligned with suction and discharge connections.

B. Set unit level on concrete housekeeping pad as detailed, complete piping connections and realign as required.

C. Remove start-up strainer from suction diffuser and attach to pump base.

3.02 FIELD CHECKING START-UP

A. Unit field checking, testing and start-up (including verbal operating and maintenance instructions required and requested by the Owner) shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

END OF SECTION

SECTION 23 52 82

DUCTLESS AIR CONDITIONING SYSTEMS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install ductless air conditioning systems in accordance with the sizes, capacities and locations shown on the drawings.

B. Systems shall be the split, direct expansion type; factory fabricated, tested, piped and wired (in accordance with the National Electrical Code); Underwriters Laboratories listed; complete with roomside unit, condensing unit, electrical components, operating control and accessories.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Mitsubishi, Sanyo, Dakin or approved equal.

2.02 DESCRIPTION

A. Roomside unit:

1. Cabinet:

   a. [Suspended] [ceiling plenum] [Wall] mounted, high strength molded plastic.

   b. Adjustable air distribution.

2. Evaporator section:

   a. Copper tube, aluminum fin coil, 300 psig leak test.

   b. Refrigerant specialties, safety controls.

   c. Drain pan, condensate pump.

3. Fan/motor:

   a. Double width, forward curved centrifugal type, statically and dynamically balanced.

   b. High efficiency, permanent split capacitor, multiple speed, resilient mounting, integral thermal overload protection.

4. Filter:

   a. 1 inch thick, pleated cotton/polyester blend, two sets.

B. Condensing unit:

1. Cabinet:

a. Welded galvanized steel frame.

b. Reinforced heavy gauge steel panels, access doors.

c. Weather resistant finish (zinc coated, phosphatized, epoxy primer, baked enamel paint).

2. Compressor/Motor:

a. Hermatic, direct-drive, variable speed, scroll type.

b. Positive lubrication, isolated mounting, backseating stop valves with service pressure ports.

c. Suction gas cooled, ± 10% voltage fluctuation capacity.

d. Internal temperature and current overload protection.

e. High and low pressure cutouts, oil pressure cutout.

f. Anti-recycle timer, non-recycling pumpdown.

3. Condenser section:

a. Copper tube, aluminum fin coil, sub-cooling circuit, accumulator, 425 psig leak test, guard.

b. Vertical discharge, direct-drive fans, statically and dynamically balanced, permanently lubricated ball bearings, integral thermal overload protection.

c. Low ambient head pressure control.

C. Electrical components:

1. Motors, motor controllers, contactors, switches, relays and transformers.

2. Short circuit and overload protection.

3. Disconnect switch, convenience outlet.

D. Operating control:

1. Programmable, electronic, low voltage thermostat.

1. Building management system compatible via room temperature sensor.

2. Digital display, appropriate set point range, adjustable sensitivity (2F, minimum), guard as noted, "Cool-Off" switch, fan "Auto-On" switch.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Electrical wiring:

1. Furnish and install all wiring necessary to accommodate associated operating and/or safety control.

2. Wiring shall be installed in dedicated electrical metallic tubing with set-screw and compression type couplings and connectors for interior dry locations and interior wet locations or exterior locations, respectively.

3.02 FIELD CHECKING START-UP

A. Unit field checking, testing and start-up shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

END OF SECTION

SECTION 23 53 30

CENTRAL STATION HEATING, VENTILATING AND AIR CONDITIONING UNITS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install central station heating, ventilating and air conditioning units in accordance with the sizes, capacities and locations shown on the drawings.

B. Units shall be the factory fabricated, modular, central station type; complete with the appropriate components (as shown on the drawings) including casing, fan section, coil sections, humidifier section, filter section, passive desiccant wheel, access sections, dampers and accessories and operating controls.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Trane, Carrier, McQuay, York or approved equal.

2.02 DESCRIPTION

A. Casing:

1. Structural steel frame; removable, insulated, 2" thick, solid double-wall, 20 gauge galvanized steel panels.

2. Closed-cell, foam gasketing (panels and module junctures).

3. Removable, hinged (two-step, safety handles), full size, double-wall access doors (each section).

4. 10 gauge galvanized steel base rails.

5. Insulated, double-wall, galvanized steel drain pan (extending under coil and fan sections, pitched, drain connections one side).

6. Unit mounted motor starter or adjustable frequency controller (as applicable), factory wired to motor terminals.

B. Fan section:

1. AMCA certified, wheel characteristics (DWDI, SWSI, FC, BI, AF) as scheduled, statically and dynamically balanced, shaft rpm less than 75% of its first critical speed.

2. Self-aligning, anti-friction, pillow block bearings (200,000 hours), extended grease fittings.

3. Internally spring isolated fan and motor assembly, fan scroll/casing flexible connection.

4. Premium efficiency motor, slide base (refer to Specification Section 23 55 94, *Motors*).

5. Fixed Variable pitch belt drive, 1.5 service factor.

C. Coil section:

1. General:

a. Certification:

1) ARI.

b. Testing:

1) 150% of working pressure.

c. Arrangement:

1) Removable through casing sides or top, capped and plugged for shipment.

d. Casings:

1) Formed heavy gauge galvanized steel, end and center supports.

e. Headers:

1) Grey cast iron, drain (each row) and vent connections.

f. Fins:

1) Die formed aluminum, full collars (for maximum tube contact and precise spacing), mechanical bond.

2. Electric:

a. Nickel/chromium resistance elements, compacted magnesium oxide insulation, finned copper plated steel sheath, baked on high temperature corrosion resistant finish.

b. Over temperature protection (primary, automatic reset; secondary, manual reset), airflow interlock, operating control panel.

3. Hydronic:

a. 1/2" OD or 5/8" OD (in context with a minimum permissible velocity of 1.0 FPS and listed pressure drop parameters), 0.025" 0.035" wall, seamless copper tubes; bronze spring turbulators.

b. Counterflow, drainable, 200 psig working pressure.

4. Refrigerant:

    a. 5/8" OD seamless copper tubes, seamless copper suction header and distributor tubes.

    b. Intertwined multi-circuit configuration.

    c. Dehydrated, dry nitrogen charged, 300 psig working pressure.

5. Steam:

    a. 11/16" OD, 0.035" wall, seamless copper inner tube; 1" OD, 0.049" wall, seamless red brass outer tube.

    b. Pitched, steam distributing, 200 psig working pressure.

D. Humidifier section:

1. General:

    a. Panel type.

    b. Horizontal header, vertical tubes.

2. Casing:

    a. Galvanized steel.

    b. Multiple unit compatible.

3. Headers:

    a. Stainless steel.

    b. Steam supply, condensate collection.

4. Dispersion tubes:

    a. Stainless steel.

    b. Nozzle inserts, metered orifices.

5. Accessories:

    a. Strainer.

    b. Steam trap.

    c. Control valve.

E. Filter section:

1. General:

    a. Parameters and type as scheduled.

b. One spare set.

2. Pre-filter:

a. Fibrous glass:

1) 2" thick, rigid frame, reinforced metal retainer (both sides).

a. Pleated:

1) 2" thick, cotton/polyester blend, rigid frame, expanded metal support grid.

a. Polyester pad:

1) 1" thick, adhesive treated, multi-layered (gradient density, link configuration whenever possible), internal wire support, perimeter seal with gasketing configuration.

a. Cleanable:

1) 1" thick, layered, aluminum media; galvanized steel frame.

3. Final filter:

a. Bag type:

1) Media:

a) Polyester pre-filter layer, bonded polypropylene fiber final filter layer.

b) Multi-row stitching, individual pocket metal support frame.

2) Enclosure frame:

a) 28 gauge galvanized steel.

a. Cartridge type:

1) Media:

a) Non-combustible, waterproof, continuous sheet, microglass.

b) Pleated configuration; radi-edge, corrugated aluminum separators (support).

2) Casing:

a) 28 gauge galvanized steel.

b) Non-toxic adhesive, media bond.

a. Pocket type:

1) Media:

a) Thermally bonded, tackified, organic synthetic fibers.

b) Hydrophobic, anti-bacterial.

c) Self-supporting pockets; progressive structure (complementing depth loading), welded edges (assuring leak free seams); aerodynamic spacers.

2) Header:

a) Polyurethane.

4. Housing:

a. Flanged, weather resistant, 16 gauge galvanized steel.

b. Dual, gasketed access doors.

c. Adjustable mounting tracks.

d. Gasketed holding frames, multiple fasteners.

e. Static pressure taps.

5. Accessories:

a. Magnehelic pressure gauge, pre-filter/final filter selector.

F. Passive desiccant wheel:

1. Activated alumina media.

2. Circumferential (perimeter) and diametric (chamber) seals.

3. Motor and drive.

G. Dampers:

1. Low leakage, airfoil design dampers (parallel blade mixing, opposed blade face and bypass); compressible metal jamb seals, extruded vinyl edge seals, stainless steel sleeve bearings.

2. Jackshaft driven, mechanically linked.

H. Accessories (as shown and/or noted on the drawings):

1. Marine light (fan, access/inspection, filter/mixing sections; single point wiring connection).

2. Access/inspection sections.

3. Air blender.

4. Discharge plenum.

5. Moisture eliminators.

I. Operating controls:

1. General:

a. Factory installed, microprocessor based, direct digital controller.

b. Stand-alone Integrated building management system compatible, portable editing device (download, monitoring, storage, programming).

c. Discharge Space temperature sensor.

2. Sequence of operation:

EDIT FOR EACH INDIVIDUAL PROJECT

PART 3 – EXECUTION

3.01 DRIVE MODIFICATION

A. Subsequent to system balancing, each central station air handling system (supply and return fans) shall be fitted with fixed sheaves (sized to provide the required air flow rate).

3.02 INSTALLATION

A. Electrical wiring:

1. It is the intent of this specification that all electrical wiring required to accomplish the temperature control sequences herein specified shall be the responsibility of this Contractor and that it shall be installed in strict accordance with the National Electrical code.

2. All wiring associated with DDC components shall be twisted, low voltage, shielded (as required), plenum cable.

3. All exposed wiring shall be installed in dedicated electrical metallic tubing with set screw and compression type couplings and connectors for interior dry locations and interior wet locations or exterior locations, respectively.

B. Remove all extraneous portions of existing control systems that are unnecessary to complement the proposed retrofit.

3.03 FIELD CHECKING START-UP

A. Unit field checking, testing and start-up (including verbal operating and maintenance instructions required and requested by the Owner) shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

END OF SECTION

SECTION 23 53 70

POWER ROOF VENTILATORS, CENTRIFUGAL

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install centrifugal power roof ventilators in accordance with the sizes, capacities and locations shown on the drawings.

B. Units shall be AMCA certified; wired in accordance with the National Electrical Code; Underwriters Laboratories listed; complete with housing, fan, motor/drive compartment, motor support assembly, motor, drive and accessories.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Carnes, Greenheck, Penn Barry or approved equal.

2.02 DESCRIPTION

A. Housing:

1. Heavy gauge aluminum.

2. Support structure, fan plate, windband, curb cap, drain opening.

3. Welded, heavy gauge, galvanized steel birdscreen.

B. Fan:

1. Centrifugal, airfoil blades, spun venturi inlet.

2. Statically and dynamically balanced.

C. Motor/drive compartment:

1. Heavy gauge aluminum, removable.

2. Exhaust airstream isolated, ventilation louvers.

D. Motor support assembly:

1. Heavy gauge galvanized steel.

2. Vibration isolators.

E. Direct Drive (1 hp and less):

1. Motor:

a. Single phase, open drip proof.

b. Electrically commutated (0-10V).

c. Over load protection.

F. Belt drive (Greater than 1 hp):

1. Motor:

a. Polyphase, premium efficacy.

b. Open drip proof (unless otherwise scheduled and/or noted).

2. Drive:

a. 1.5 service factor.

b. Variable pitch, cast iron sheaves.

c. Oil-resistant, non-static belts.

d. Ground, polished, corrosion resistant finished shaft.

e. Permanently lubricated, pillowblock ball bearings (200,000 hours).

G. Accessories:

1. Roof curb:

a. Insulated, [8"] [12"] [16"] high, welded aluminum.

b. Wood nailer, aluminum liner, damper shelf, gasket, cant (raised where required).

2. Damper:

a. Heavy duty frame.

b. Felt edged aluminum blades.

c. Adjustable counterbalance spring, as scheduled.

d. Motor operator as scheduled, control transformer as required, wiring in liquid-tight flexible metal conduit.

3. Anti-condensation undercoating.

4. Disconnect switch.

5. Corrosion resistant coating as scheduled.

PART 3 – EXECUTION

3.01 FIELD CHECKING START-UP

A. Unit field checking, testing and start-up (including verbal operating and maintenance instructions required and requested by the Owner) shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

END OF SECTION

SECTION 23 53 85

UTILITY FAN SETS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install utility fan sets in accordance with the sizes, capacities and locations shown on the drawings.

B. Units shall be the centrifugal type, AMCA certified; complete with housing, wheel, motor, drive and accessories.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Carnes, Cook, Greenheck, Penn, Trane, Twin City or approved equal.

2.02 DESCRIPTION

A. Housing:

1. Reinforced heavy gauge steel, corrosion resistant baked enamel finish.

2. Extended inlet collars, aerodynamically spun inlet cones, precisely positioned cutoffs.

3. Convertible (8 standard discharge positions), motor/bearing pedestal.

B. Wheel:

1. Heavy gauge steel, SWSI, blade characteristics (FC, BI) as scheduled.

2. Statically and dynamically balanced.

C. Motor:

1. Adjustable base.

2. Premium efficiency.

D. Drive:

1. 1.5 service factor.

2. Variable pitch, cast iron sheaves.

3. Oil-resistant, non-static belts.

4. Ground, polished, corrosion resistant finished shaft.

5. Permanently lubricated, pillowblock ball bearings (200,000 hours).

E. Accessories:

1. Weather hood (exterior application).

2. Access doors, vibration isolation.

3. Inlet or outlet guard (free inlet or outlet condition), belt guard, flanged outlet (ducted condition).

4. Damper (except kitchen exhaust hood application):

a. Heavy duty frame.

b. Felt edged aluminum blades.

c. Adjustable counterbalance spring.

d. Motor operator as scheduled, control transformer as required, wiring in liquidtight flexible metal conduit.

5. Herisite coating as scheduled.

PART 3 – EXECUTION

3.01 FIELD CHECKING START-UP

A. Unit field checking, testing and start-up (including verbal operating and maintenance instructions required and requested by the Owner) shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

END OF SECTION

SECTION 23 53 91

ULTRA VIOLET GERMICIDAL IRRADITATION (UVGI) SYSTEMS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install ultra violet germicidal irradiation (UVGI) systems as shown on the drawings and herein specified.

B. Systems shall be capable of the destruction of pathogenic microorganisms within an airstream and on designated irradiated surfaces within HVAC equipment; factory assembled, tested, and wired (in accordance with the National Electrical Code), Underwriters Laboratories listed, shipped as a package (except for field wiring); complete with mounting structure, emitter tubes, reflectors, power sources, control panel electrical components, accessories, all necessary operating and safety controls, warranty, testing and field checking start-up service.

1.02 WARRANTY

A. The system shall be warranted to be free from defects in materials and manufacturer's workmanship for a period of one year from the date of final acceptance by the Owner, during which time all above mentioned defects shall be corrected and all services incidental to proper performance shall be provided free of charge.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Steril-Aire or approved equal.

2.02 DESCRIPTION

A. Mounting Structure:

1. Heavy duty, anodized aluminum.

2. Adjustable, securely mounted, fixture/power source compatible.

B. Emitter tubes:

1. Type:

   a. Hot cathode.

2. Wave length:

   a. 95% 254 nm VAC.

3. Operating range:

   a. Less than 1000 FPM.

b. 35F-150F.

C. Power source:

1. Suppression:

a. Radio frequency.

b. Line noise.

2. Operating range:

a. Less than 1000 fpm.

b. 35F-150F.

D. Reflectors:

1. High spectral finish aluminum alloy.

2. 85% reflectance.

E. Wiring:

1. 600 VAC, marine type.

2. Quick connect lamp connectors.

F. Control panel:

1. NEMA 4X.

2. Magnetic door sensor/disconnect.

3. Alarms/Indication:

a. System shutdown.

b. Compartment entered.

c. Emitter failure.

d. Low emittance.

4. Building management system interface:

a. Systems status.

b. Alarms.

2.03 SYSTEM PERFORMANCE

A. Energy field intensity:

1. 1,225 uW/cm², 9000 hours.

2. Uniform across irradiated surface.

B. 99.9% Effective inactivation:

1. Aspergillusniger, 10 minutes.

2. Pseudomonas aeruginosa, 30 seconds.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General:

1. Installation shall be supervised and executed by a representatives of the manufacturer's authorized distributor.

B. Execution:

1. Provide on-site supervision throughout the system construction period lending all guidance necessary to insure a correct installation of all associated equipment.

2. Perform field checking start-up conjunctive with automatic temperature personnel executing related work.

3.02 FIELD CHECKING START-UP

A. System field checking, testing and start-up to assure compliance with performance parameters (including verbal operating and maintenance instructions required and requested by the Owner) shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

3.03 SERVICE

A. General:

1. Service shall be executed by a representative of the manufacturer's authorized distributor.

B. Execution:

1. Subsequent to the system being placed in operation (during the cooling season) observe the system operation bi-weekly for 60 days; thereafter, monthly throughout the warranty period.

2. Institute all corrective measures necessary to assure proper operation and so advise the Owner verbally and in written form.

END OF SECTION

SECTION 23 54 11

VARIABLE AIR VOLUME TERMINALS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install variable air volume terminals in accordance with the sizes, capacities and locations shown on the drawings.

B. Units shall be factory fabricated, pressure independent type; complete with cabinet, airflow controlled device, [hot water heating coil,] [electric heating coil,] accessories and operating control components.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Carrier, Enviro-Tec, Johnson Controls, Trane or approved equal.

2.02 DESCRIPTION

A. Casings:

1. Insulated (1/2" thick, 1-1/2 lbm density, fibrous glass, foil-faced lining), 22 gauge galvanized steel.

2. Inlet collar, flanged discharge connection, access door.

B. Air controlled device:

1. 16 gauge galvanized steel multiple blade damper/frame, 90º travel (to assure uniform airflow throughout capacity range), open cell foam seals.

2. Steel linkages, nylon self-lubricating bearings.

C. Hot water heating coil:

1. General:

a. Proof tested at and a working pressure of 300 psig and 200 psig (at 220F), respectively.

b. Capped and plugged for shipment.

2. Casing:

a. Formed heavy gauge galvanized steel, center tube supports (as required to prevent sagging).

3. Headers:

a. Grey cast iron, drain and vent connections.

4. Fins:

a. Die formed aluminum, full collars (for maximum tube contact and precise spacing), mechanical bond.

5. Tubes:

a. 1/2" OD or 5/8" OD (in context with a minimum permissible velocity of 1.0 FPS and listed pressure drop parameters), 0.024" wall, seamless copper, bronze spring turbulators (as applicable).

Electric heating coil:

1. Housing:

a. Heavy gauge corrosion resistant steel, insulated terminal box.

2. Elements:

a. Nickel (80%) - chromium (20%) Type A resistance wire, stainless steel terminals, ceramic bushings, mounting brackets.

b. 600V, balanced stages (as applicable).

3. Overtemperature protection:

a. Primary:

1) Automatic reset (disc and capillary tube type, 140F).

b. Secondary:

1) Manual reset (160F).

4. Airflow interlock:

a. Differential pressure type, diaphragm operated, velocity probe.

5. Accessories:

a. Mercury contactors (de-energizing and disconnecting), control circuit transformer, fuses (as applicable), disconnect switch (door interlocked).

b. Silicon control rectifier.

6. Indication:

a. "Heater On" (each stage).

b. "Airflow Failure".

D. Operating control components:

1. Suitable for control system interface (refer to Automatic Temperature Controls, Specification Section 23 55 70), factory mounted and wired.

2. Airflow sensor, control transformer, damper actuator, control terminal strip.

3. [Silicone controlled rectifier, 4-20 milliamperes.] [Step controller, 4-20 milliamperes.]

PART 3 – EXECUTION

3.01 INSTALLATION

A. Support units securely from building structure complete with secondary framing.

B. Position units to facilitate maintenance.

END OF SECTION

SECTION 23 55 92

ADJUSTABLE FREQUENCY CONTROLLERS

PART 1 – GENERAL

1.01 REQUIREMENTS

A. Furnish and install adjustable frequency controllers (AFC) in accordance with the parameters shown on the drawings and herein specified.

B. Units shall be the voltage vector controlled type; factory assembled, wired and tested; Underwriters Laboratories listed; complete with enclosure, converter, DC bridge, inverter, operating features/parameters/adjustments, protection, local control panel/keypad, disconnect/bypass (as scheduled), accessories, warranty and field checking start-up service.

1.02 SOURCE AND SERVICE

A. Source:

1. Units shall be furnished by a factory authorized distributor.

B. Service:

1. Unit service shall be available from the manufacturer's authorized distributor (located within a 100 mile radius) 24 hours of every day via qualified factory trained technicians.

1.03 WARRANTY

A. Units shall be warranted by the manufacturer to be free from defects in equipment, materials and workmanship for a period of two years from the date of final acceptance by the Owner, during which time all above mentioned defects shall be corrected and all services incidental to proper performance shall be provided free of charge.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Asea Brown Boveri, Danfoss, Reliance Electric or approved equal.

2.02 DESCRIPTION

A. Enclosure:

1. NEMA 1.

2. Sized to accommodate all associated components, including options and modifications as noted and/or herein specified.

3. Arranged to insure safety related isolation of all line voltage components.

4. Central station air handling unit plenum mounting compatible.

B. Converter:

1. Full-wave controlled rectifier.

C. DC Bridge:

1. Dual (positive/negative) DC bus link reactors.

D. Inverter:

1. Insulated gate bi-polar transistors.

E. Operating features:

1. Voltage vector control (optimum motor magnetization by continuous output frequency and voltage adjustment in context with current magnitude and phase angle monitoring).

2. Motor preheat.

3. Run permissive (motor operation delay for controlled devices/auxiliary equipment coordination).

4. Motor soft start.

5. Rotating motor start (synchronous with any speed/either direction).

6. Automatic ramping (controlled acceleration/deceleration rate within current limitation).

7. Sleep mode (intermittent motor operation during periods of low controlled variable demand).

8. Automatic restart.

9. Proportional integral derivative controller.

F. Operating parameters:

1. Input voltage:

a. As scheduled.

2. Motor voltage:

a. As scheduled.

3. Full output, input voltage range:

a. ± 10%.

4. Trip:

    a. Under voltage:

        1) 208 volts:

            a) 164 volts.

        2) 480 volts:

            a) 313 volts.

    b. Over voltage:

        1) 208 volts:

            a) 299 volts.

        2) 480 volts:

            a) 538 volts.

5. Input frequency:

    a. 50/60 Hz, ± 2 Hz.

6. Displacement power factor:

    a. ≥ 0.98, any speed/load condition.

7. Input signal:

    a. Direct/reverse acting.

    b. 0 volts DC to 5 volts DC, 0 volts DC to 10 volts DC.

    c. 0 milliamperes to 20 milliamperes, 4 milliamperes to 20 milliamperes.

8. Starting torque:

    a. Constant until controlled variable set point is satisfied.

9. Preset speeds:

    a. Sixteen (16).

10. Frequency step-overs:

    a. Four (4).

11. Acceleration/deceleration rates:

    a. Four (4).

12. Digital inputs:

a. Eight (8).

13. Analog inputs:

a. Voltage:

1) Two (2).

b. Current:

1) One (1).

14. Analog outputs:

a. Two (2).

15. Relay outputs:

a. One (1).

16. Ambient operating conditions:

a. Temperature:

1) 14F to 104F.

b. Humidity:

1) ≤ 95% rh.

c. Elevation (without derating):

1) ≤ 3300 ft.

17. Total harmonic distortion:

a. 3% when tested in accordance with IEEE Standard 519.

G. Operating adjustments:

1. Output frequency:

a. 0 Hz to 120 Hz.

2. Lost input signal default:

a. Disposition:

1) Stop.

2) Off.

3) Trip.

b. Speed:

1) Preselected.

2) Maximum.

3) Last.

3. Lost input signal time delay:

a. 1 second to 99 seconds.

4. Output current limit:

a. Adjustable to 110%.

5. Current limit time delay:

a. 0 to 60 seconds.

6. Speed:

a. Maximum:

1) Minimum to 120 Hz.

b. Minimum:

1) Maximum to 0 Hz.

7. Acceleration/deceleration:

a. ≤ 3600 seconds.

8. Automatic restart time delay:

a. 0 to 600 seconds.

9. Breakaway torque time delay:

a. 0 to 0.5 seconds.

10. Warnings:

a. Low/high frequency:

1) 0 to 120 Hz.

b. Low/High current:

1) 0 to maximum.

c. Low/High reference/feedback:

1) -999,999 to 999,999.

11. Start voltage:

    a. 0 to 10%.

12. Start time delay:

    a. 0 to 120 seconds.

13. DC breaking:

    a. Time:

        1) 0 to 60 seconds.

    b. Start frequency:

        1) 0 to maximum Hz.

    c. Rated motor current:

        1) 0 to 50%.

14. Automatic restart:

    a. Attempts:

        1) 0 to 20.

    b. Time delay between attempts:

        1) 0 to 600 seconds.

15. Relay on/off time delay:

    a. 0 to 600 seconds.

H. Protection:

1. Input:

    a. Transients.

    b. Phase loss.

    c. Disconnect.

2. Output:

    a. Short circuit.

    b. Ground fault.

    c. Over/under voltage.

d. Programmable overload.

e. Disconnect.

3. Temperature:

a. Adjustable frequency controller.

b. Motor.

I. Local control panel/keypad:

1. General:

a. Programmable, alphanumeric, liquid crystal display.

b. Integral/remote mounted, removable (for tamper-proof operation).

2. Features:

a. Programming:

1) Download/upload:

a) Operating parameters.

b) Operating adjustments.

2) Transferable (among units).

b. Display:

1) Inputs/outputs.

2) Operating parameters.

3) Operating adjustments.

4) Controlled variable (temperature, pressure, flowrate, etc.).

5) Cumulative data:

a) Operational.

b) Log.

c) Fault.

d) Reset.

e) Mode.

c. Indication:

1) Power on.

2) Warning.

3) Fault.

d. Control:

1) Automatic/manual, start/stop.

2) Automatic/manual, speed.

3) Reset.

J. Disconnect:

1. Line-side power interruption.

2. Fused, door interlocked service personnel defeat, lockable.

K. Bypass:

1. Three (3) contactor arrangement.

2. Fused disconnect, door interlocked/service personnel defeat, lockable.

3. Motor starter.

4. Four (4) position selector switch:

a. "Drive" (motor operates at variable speed via AFC).

b. "Off" (motor and AFC are de-energized).

c. "Bypass" (motor operates at full speed, AFC is de-energized for service).

d. "Test" (motor operates at full speed, AFC is energized for testing).

L. Accessories (as scheduled):

1. Input electromagnetic interference (EMI) filtering.

2. Output radio frequency interference (RFI) filtering.

3. Output LC filtering (motor noise suppression).

4. Input line reactors (harmonic suppression).

5. Floor stand assembly.

6. RS-485 communications port/building management system (BMS) interface.

PART 3 – EXECUTION

3.01 UNIT OPERATION

A. Units (so designated) shall respond to the signal purveyed via the mechanical system automatic temperature control network by varying the controlled device (driven machine) speed to maintain the associated controlled variable (airside static pressure, hydronic pressure differential, etc.) set point; interface (at control input terminals) with units without bypass shall be complete with parallel switching arrangement to permit manual operation of driven equipment at full speed.

A. Units (so designated) shall permit driven machine speed adjustment to assure the appropriate (empirically determined) controlled variable flowrate.

3.02 FIELD CHECKING START-UP

A. Unit field checking, testing and start-up (including verbal operating and maintenance instructions required and requested by the Owner) shall be performed by the manufacturer's authorized representative, with a copy of the results (in report form) submitted to the Engineer.

END OF SECTION

February 2, 2023

MARCH ASSOCIATES
ARCHITECTS & PLANNERS, PC

258 Genesee Street, Suite 300
Utica, New York 13502
Phone 315.733.3344
Fax 315.733.3331
Web marchassoc.com

Nicholas DiGennaro, P.E., CFM
Deputy Commissioner
Oneida County Department of Public Works
Division of Engineering
5999 Judd Road
Oriskany, NY 13424

Re: Professional Design Consultant Services
MVCC Utica Campus
Science and Technology Building, Additions and Renovations
MARCH No. 23000

Dear Nicholas:

We are pleased to present this response to your Request for Proposal. We hope to have the opportunity to assist the County and College in the realization of this very exciting project.

MARCH Associates is a locally owned architectural firm and has served Oneida County and MVCC on numerous projects over the past 30 years. We take great pride in our community and are committed to working for its continuing improvements, development and prosperity.

MARCH Associates will be the Prime Consultant and the leader of the "Architectural/Engineering Services" team. I will serve as the principal-in-charge through all phases of the project and will be continuously available to Oneida County and MVCC for the duration of our services.

We propose to utilize the same design team that completed the schematic design phase for the Science and Technology Building, with the exception of Almy & Associates, as Bob Almy has recently retired. Outlined below is a breakdown of services by Team Members assigned to this project:

MARCH Associates	Management and Architecture
Mitchell | Giurgola	Programming, Building and Lab Design
Interactive Engineering Solutions (IES)	Structural Engineering
Towne Engineering	Mechanical and Electrical Engineering
Appel Osborne	Landscape Architecture
Barton & Loguidice	Environmental Engineering

Mitchell | Giurgola's efforts will be led by Mr. James Braddock, AIA, who prepared the Master Plan in 2011 and programming effort during the schematic design.

We hope that you find our proposal responsive and look forward to an opportunity to further demonstrate our enthusiasm and capabilities in the remaining design and construction phases.

Very truly yours,

Matthew E. Lacey, AIA, LEED AP
Principal, MARCH Associates

encl.

MEL/dpl

Professional Services Proposal

To:

Oneida County Department of Public Works
Division of Engineering

Presented for:

Mohawk Valley Community College
Utica Campus

Science & Technology Building Additions and Renovations

By:

MARCH ASSOCIATES
ARCHITECTS & PLANNERS, PC

258 Genesee Street, Suite 300
Utica, New York 13502
Phone 315.733.3344
Fax 315.733.3331
Web marchassoc.com

February 2, 2023

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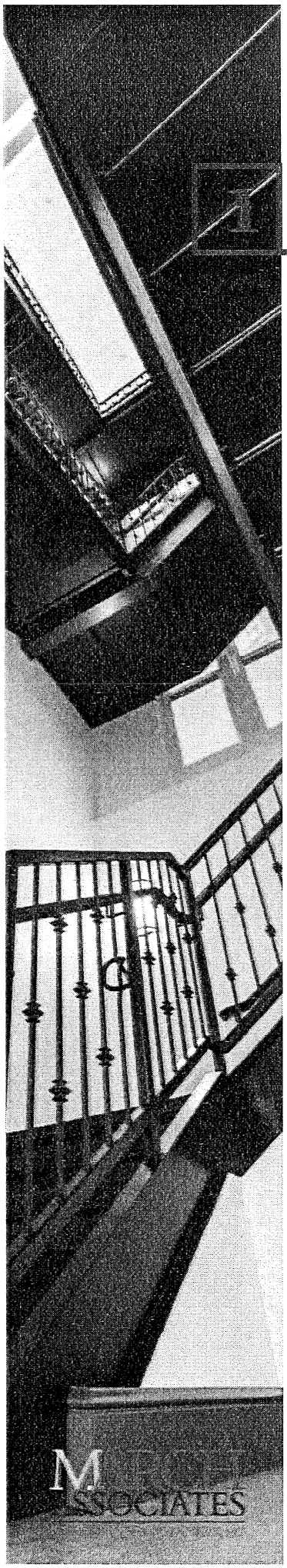
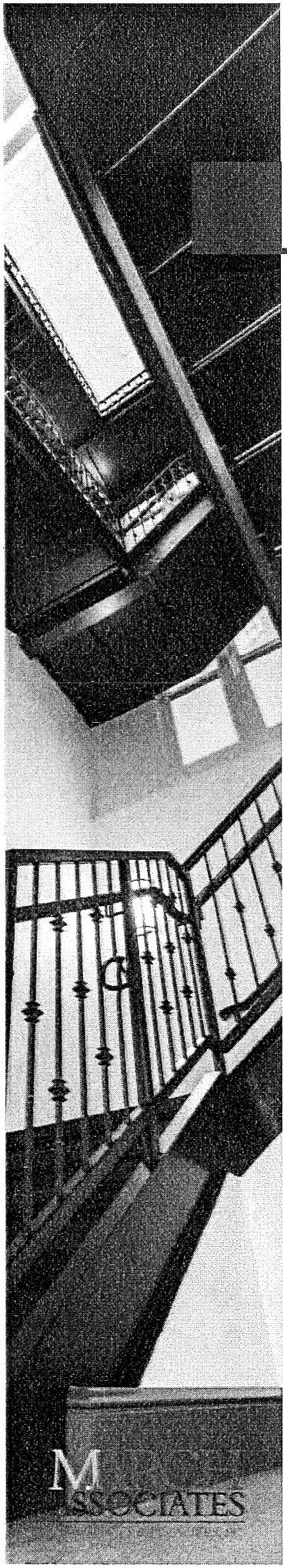


1 Firm Profile

ONEIDA COUNTY
1798
NEW YORK



Firm Profile

CONTACT INFORMATION:
MARCH Associates, Architects & Planners, PC
258 Genesee Street, Suite 300
Utica, NY 13502
Phone: (315) 733-3344
Fax: (315) 733-3331
Web: www.marchassoc.com
Email: mlacey@marchassoc.com
Contact: Matthew E. Lacey, AIA, LEED AP

HISTORY OF THE FIRM: MARCH Associates was founded on March 10, 1993. 2023 marks our 30th year in business. We are a Professional Service Corporation (PSC #005438) legally permitted and licensed to conduct business in the State of New York.

FIRM'S FINANCIAL STABILITY:
We are a financially conservative firm and continually operate with no debt. Our accountant, Vincent J. Gilroy, CPA, (315) 734-1004, can furnish additional data, if required.

FIRM BACKGROUND: MARCH Associates is an architectural firm dedicated to the planning and design of educational, municipal and corporate facilities. The firm is managed by five Principals; Steven Wickman, Matthew Lacey, David Jadlowski, Michael Lahey, and Founding Principal, Christopher Crolius, who possess more than a century of combined professional experience.

We offer "local service" to all our clients and assure responsiveness through all phases of the work. We routinely attend early morning committee meetings and make late evening presentations to Boards of Education, Town Boards and community groups. Our services are scheduled to conform to the needs and convenience of our Clients.

MARCH Associates is committed to a planning and design approach based on interaction, participation and collaboration.

PRINCIPAL-IN-CHARGE:
At the initiation of each project, MARCH Associates assigns a Principal-In-Charge. That principal will be the primary contact for the client throughout the course of our services.

The Principal-In-Charge will function as the project manager and will direct the representatives of the design team.

The team members assigned to this project will remain in place for the duration and will not be reassigned without your permission. Matt Lacey will be the Principal-In-Charge for the services provided to Oneida County and MVCC.

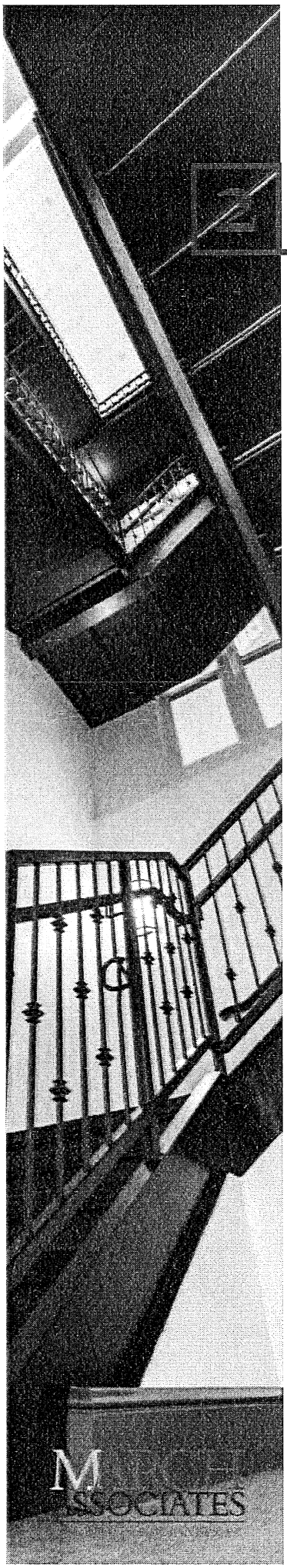
EXPERIENCE OF OFFERER: MARCH Associates has been overseeing construction projects for Oneida County for several years. We have extensive experience working with multiple government agencies. Matt will be responsible for communicating between all team members and facilitating that process to meet your needs and goals. He will ensure that the County gets the very best service available.

DESIGN PHILOSOPHY:
We are very proud of our architectural accomplishments. While our projects have been recognized by a number of awards programs and publications, they are concurrently practical, flexible, and functional. After occupancy, our clients find their facilities fully usable, sustainable, and energy efficient.

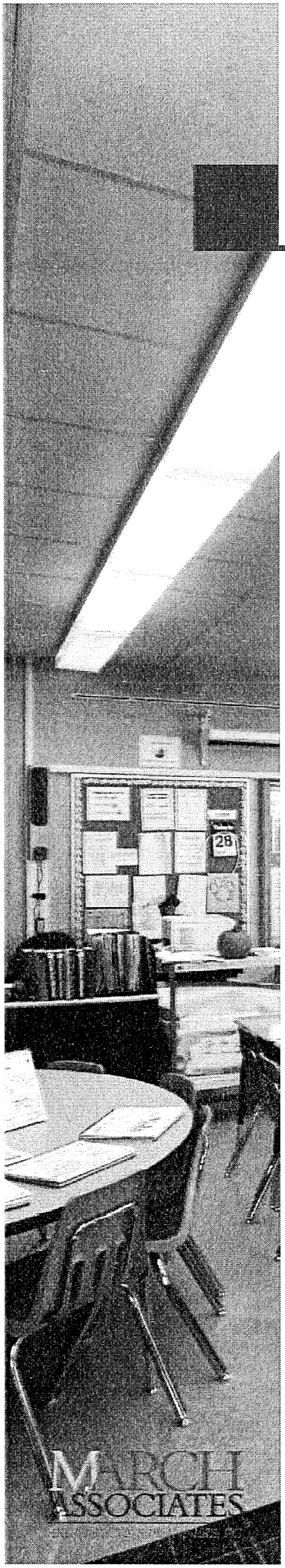
COMMITMENT:
The leaders of MARCH Associates commit to and deliver personalized service to our clients. The principal-in-charge will be personally involved in all phases and aspects of the work and will always be available to the client. There will be no "hand-off" of leadership responsibilities at any time. We strive to establish long term relationships and are prepared to serve our clients through all phases of all project types.

GEOGRAPHIC LOCATION:
MARCH Associates' office is in downtown Utica, conveniently located in the heart of Central NY.

SUBCONSULTANTS:
Mitchell Giurgola - Programming/Lab Design
IE Solutions - Structural Engineering
Towne Engineering - M/E/P Engineering
Appel Osborne - Landscape Architecture
Barton & Loguidice - Hazardous Materials



2 Project Approach/Schedule



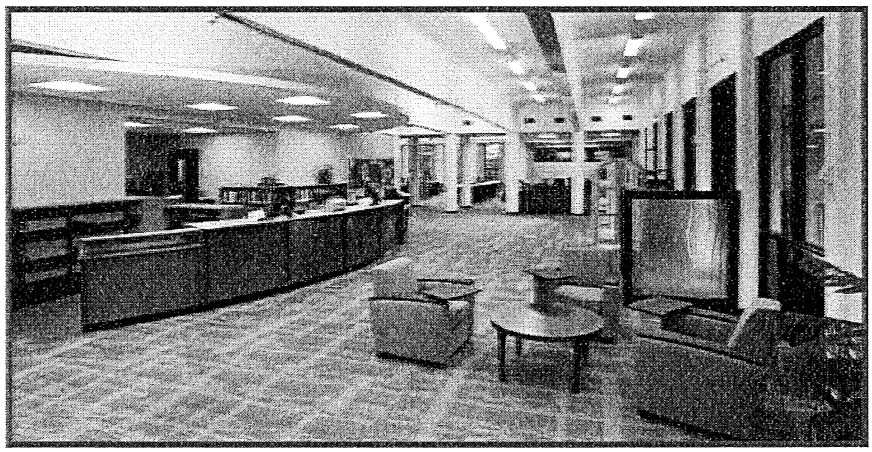
Project Approach

Our approach to this project is based on a team approach. The design team, in conjunction with representatives from Oneida County and MVCC, will work to define the issues and develop the necessary contract documents.

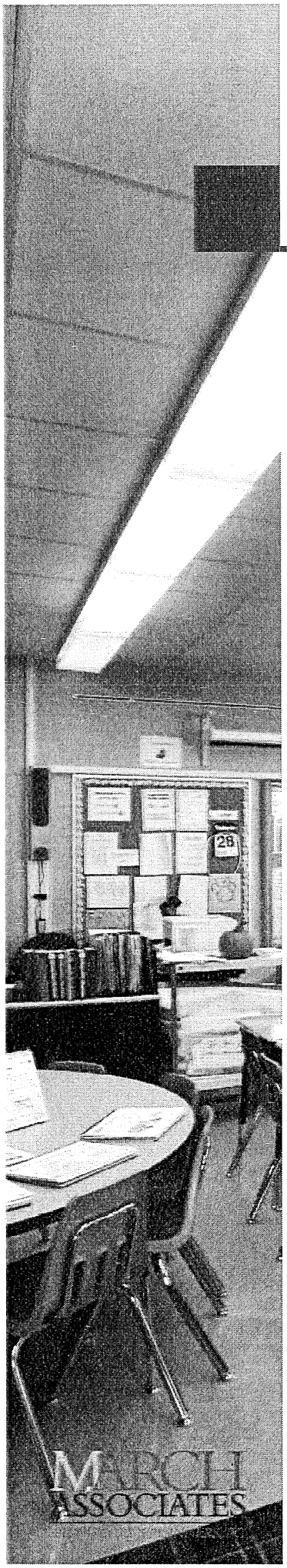
We would recommend a kick-off meeting and site visit to evaluate the proposed work items. MARCH Associates would review existing drawings and surveys to develop the necessary backgrounds and to determine the presence of hazardous materials. Field work would be conducted to verify existing conditions. Meetings would be held during the Design Phase with the County and College to review the proposed design solutions and update the project estimates.

MARCH Associates has an accomplished resume working on additions and renovation projects. We believe the design team has the necessary technical expertise to address any issues identified in the RFP. Plus, this is the same design team that completed the schematic design phase for the Science and Technology Building, with the exception of Almy & Associates, as Bob Almy has recently retired. We believe our first hand knowledge of the scope and our overall comprehension of the facility and building systems will greatly benefit Oneida County and MVCC.

Current Work Load - MARCH Associates, Mitchell Giurgola, IES, Towne Engineering, Appel Osborne and Barton & Loguidice are committed to dedicating the staffing and other resources necessary to deliver an excellent design, thoroughly documented and coordinated, in the time frame expected by the County and College. We can begin immediately and the key individuals that we have proposed to work on the project, have the time available to make this commitment a reality.



MVCC - Payne Hall Library



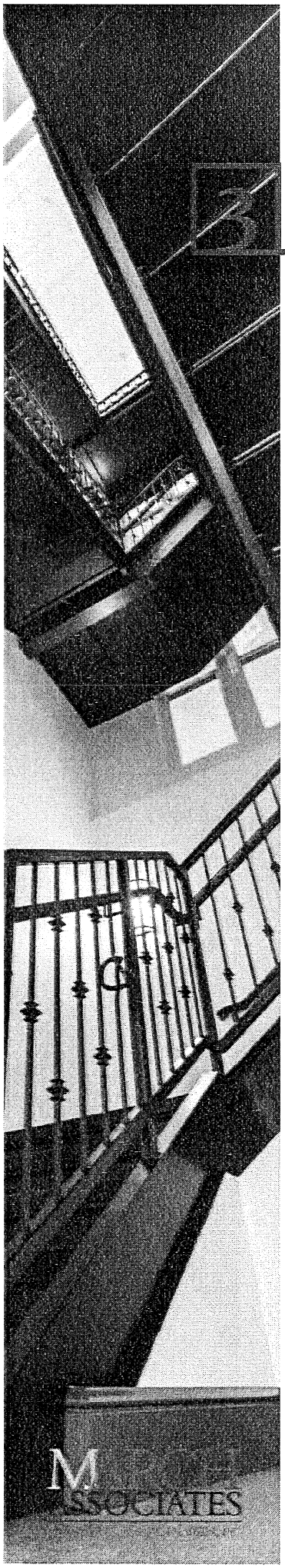
Schedule

Outlined below is our proposed schedule broken down by project design phase:

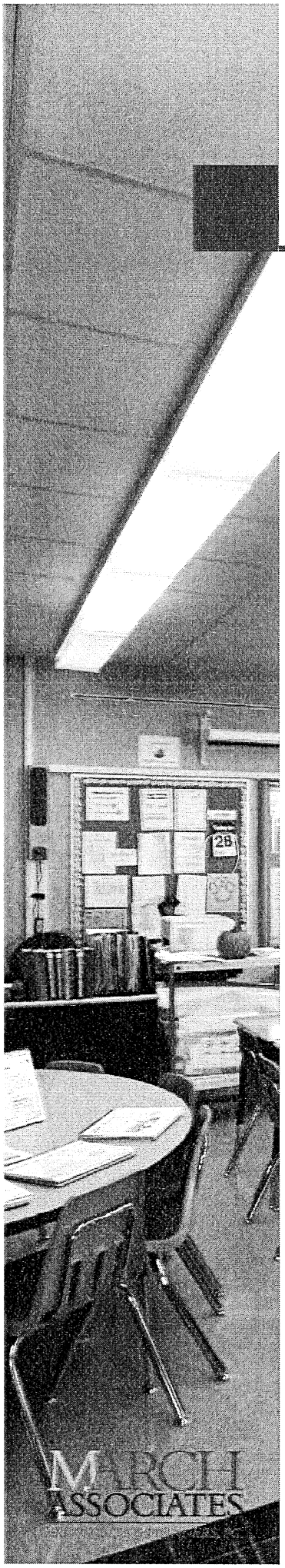
PHASE / ACTIVITY	DATE / DURATION
Kick-Off Meeting	02/16/23 +/-
Update Schematic Design	02/16/23 – 04/14/23
Design Development Phase	04/17/23 – 06/19/23
Construction Document Phase	06/19/23 – 10/02/23
Final Review	10/02/23 – 12/04/23
Bid Phase	12/11/23 – 01/24/24
Review and Award	01/24/24 – 03/01/24
Construction (Phased*)	03/01/24 – 08/29/25
Post-Construction Phase	09/01/25 – 10/15/25

*Construction is anticipated to be accomplished in multiple phases, unless MVCC can vacate the building. The actual design and construction schedule will be developed/ modified to meet the County and College's requirements.

MVCC - Learning Commons



3 Project Team with Resumes



Project Team

OVERVIEW

MARCH Associates will team with Mitchell/Giurgola Architects on the MVCC Science and Technology Building Additions and Renovations project. As a compliment to each firm's individual strengths, the MARCH-Mitchell/Giurgola team brings a successful track record of working together, including the Master Plan for the Utica and Rome Campuses at Mohawk Valley Community College and the schematic design phase for the Science & Technology Building. MARCH Associates will provide project management and architectural services related to documentation of existing conditions, evaluation of existing systems/ asseblies, code compliance, construction documents, cost estimating and construction phasing. MARCH will provide the overall coordination of the Design Team. With over thirty five years of experience planning and designing complex facilities for higher education clients, Mitchell/Giurgola will be the design architect and oversee the design efforts for the building and labs. Both MARCH Associates and Mitchell/Giurgola will be available to provide support to Oneida County and MVCC as needed. Both firms will be fully integrated in the process of the work from the design phase through the construction administration phase and will ensure the coordination of the architectural effort through close communication among MARCH Principal-in-Charge, Matt Lacey and M/G Partner-in-Charge, Jim Braddock.

MARCH Associates - Project Management / Architecture / Construction Documents / Cost Estimating

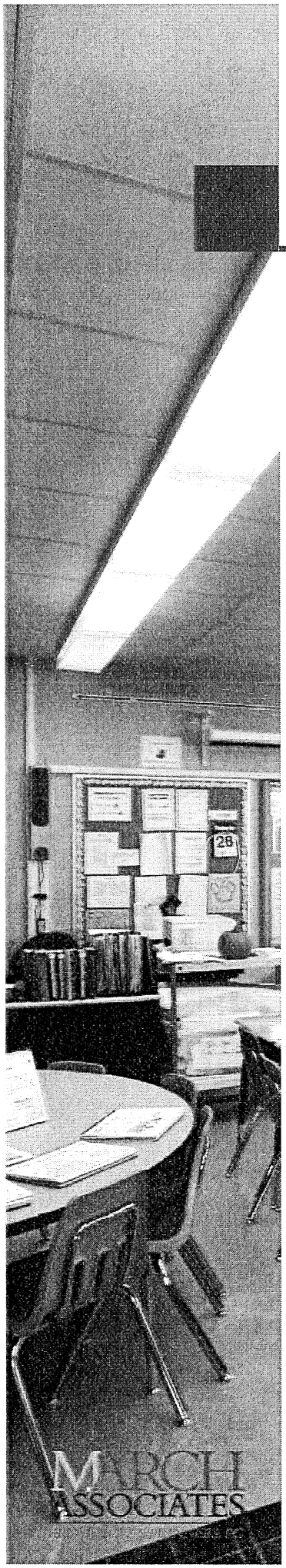
Matt Lacey, AIA, LEED AP, Principal-in-Charge
Chris Crolius, AIA, Founding Principal

MARCH Associates was established in March of 1993, and is currently celebrating their 30th year in business. Matt Lacey will be the Principal-in-Charge, directing the representatives of the design team. He will be responsible for communicating between all team members and facilitating that process to meet the client's needs. Matt will be supported at all times by Chris Crolius, Founding Principal. Matt and Chris have extensive experience in managing new and renovation construction projects. They will ensure that the client gets the very best service available.

Mitchell/Giurgola Architects - Programming / Building and Lab Design

Jim Braddock, AIA, LEED AP Partner-in-Charge

Mitchell/Giurgola is accustomed to synthesizing the needs of 'multi-interest' clients, mediating between conflicting priorities and helping to facilitate the design process. Our design orientation is to develop projects in close collaboration with our clients and to manage that process efficiently. Complex design teams representing numerous disciplines are routinely managed to benefit most from their particular skills on behalf of the project. Jim Braddock will serve as Partner in Charge for M/G and will be responsible for programming, including overseeing the design. Mr. Braddock has been with the firm for 40 years and is particularly skilled at the programmatic and technical complexities of laboratory buildings. He has programmed, planned and designed general and specialized research facilities for numerous academic institutions. Recent relevant projects include the G-Wing Renovation and Adler Center at Ramapo College of New Jersey, New Science and Technology Center at SUNY Ferdonia, Farber Hall Lab Renovation for the School of Medicine and Biomedical Sciences at SUNY Buffalo, and Stocking Hall Rehabilitation and Addition at Cornell University.



Project Team

CONSULTANT TEAM

Each of the firms chosen for our team has demonstrated the critical ability to find cost effective and innovative solutions to complex building problems. Our successful track-records working on similar projects will be an important factor in our ability to respond quickly and effectively to complex project issues while simultaneously meeting project goals. All team members are able to dedicate the necessary time to the MVCC Science & Technology Building Additions and Renovations project to ensure its efficient and successful completion.

Interactive Engineering Solutions (IES) - Structural Engineering

IES is a structural engineering firm established in 1997. IES provides complete structural engineering services for a wide variety of facilities including educational, healthcare, institutional, industrial, offices, commercial and residential construction projects. Doug Cahill, PE, Principal, will serve as MARCH Associates primary point of contact.

Towne Engineering - Mechanical and Electrical Engineering

Towne Engineering, located in Utica, NY, has provided Mechanical/Electrical Engineering Consulting throughout Upstate New York since 1975. Services have included feasibility studies, design/development, preparation of bidding documents and construction administration for new and retrofit commercial, government, industrial and institutional projects. Since its inception, Towne Engineering has taken pride in providing personalized, customized engineering services. The firm has consistently combined traditional business principles with state-of-the-art technology. Towne Engineering has extensive experience and expertise in providing cost effective solutions to engineering demands in a fashion that properly addresses prevailing needs. The Towne Engineering team will be led by Bill Towne, PE, who has more than 45 years of MEP experience. Bill will be joined by Project Manager/ HVAC Engineer, Chris Krecidlo, PE, and Electrical Engineer Gary Siver.

Appel Osborne Landscape Architecture - Site Design

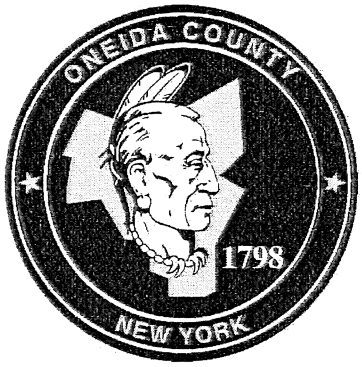
With over 40 years of experience, Appel Osborne will review site issues and assist in the preparation of conceptual site plans reflecting proposed improvements and the addition. Relevant experience includes projects for Mohawk Valley Community College, Syracuse University, Onondaga Community College, Utica College and Corning Community College, among others. Partner-in-Charge Vince Pietrzak, RLA will lead the Appel Osborne Team. Vince has over 30 years of experience, including work for MVCC's Utica Campus. Project Manager, Julia Graziano will work closely with Vince throughout all phases of the project.

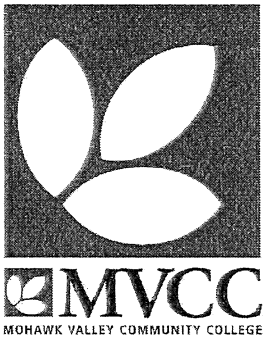
Barton & Loguidice - Environmental Engineering / Hazardous Materials

Established in 1961, Barton & Loguidice provides a range of services including environmental engineering and hazardous materials evaluation. Senior Vice President Scott Nostrand, PE has over 35 years of experience managing B&L's environmental engineering group and oversees all the firm's environmental activities. Vice President John Rigge has 36 years of experience and is responsible for the management of industrial hygiene projects including hazardous material assessment, asbestos inspection survey, abatement design, and project monitoring and air sampling services. David Morse will assist Scott and John as the Managing Industrial Hygienist.

An Organizational Chart for team members follows.

ORGANIZATIONAL CHART





CONSTRUCTION MANAGER (TBD)

PROJECT MANAGEMENT/ARCHITECTURE/ CONSTRUCTION DOCUMENTS/COST ESTIMATING

MARCH Associates

Matthew E. Lacey, LEED AP
Principal-in-Charge
(License #039779-1, 2017)

Christopher J. Crolius, AIA
Founding Principal
(License #022954, 1992)

PROGRAMMING/BUILDING AND LAB DESIGN

Mitchell / Giurgola

James R. Braddock, AIA, LEED AP
Partner in Charge
(License #015807, 1982)

CONSULTANT TEAM

MEP ENGINEERS

Towne Engineering

William H. Towne, PE
Principal
(License #045860, 1970)

Christopher D. Krecidlo, PE
Vice President
(License #087784, 2010)

Gary H. Siver
Electrical Engineer

STRUCTURAL ENGINEERS

Interactive Engineering Solutions (IES)

Douglas R. Cahill, PE
Principal
(License #61675, 1985)

Thomas J. Plante
Sr. Designer/CAD Operator

SITE DESIGN

Appel Osborne

Vincent P. Pietrzak, RLA
Partner
(License #1287, 1990)

Julia C. Graziano
Project Manager

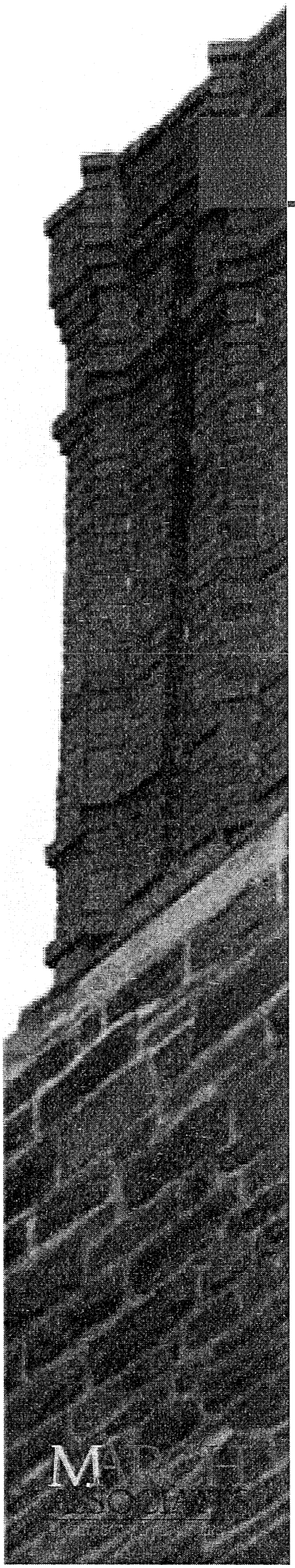
ENVIRONMENTAL

Barton & Loguidice

Scott D. Nostrand, PE
Sr. Vice-President
(License #075454, 1998)

John E. Rigge
Vice-President

David A. Morse
Industrial Hygienist



Matthew E. Lacey, AIA, LEED AP BD+C, Principal

Education

M. Arch, 2009
Illinois Institute of Technology

B.S. Engineering, 2006
Tufts University

Professional Experience

13+ years

Professional Registrations/Affiliations

LEED Accredited Professional, LEED AP BD+C

As a Principal and Project Architect, Mr. Lacey is responsible for directing the design team, project scheduling, cost control, quality assurance, and project coordination. He is also responsible for building design and production drawings. During the design phase he attends client meetings, coordinates with consultants and with all A/E disciplines, documentation of existing facilities, code compliance studies, presentation drawings, and contract documents (specifications and Revit). Mr. Lacey regularly interacts with the architects at SED or other Code Officials. In the construction phase his responsibilities include reviewing shop drawings, clarification or interpretation of contract documents, production of punchlists, conducting job meetings and reporting to the Board of Education or Owner's representatives.

Clients to which Mr. Lacey has played a key role include:

Public School Districts

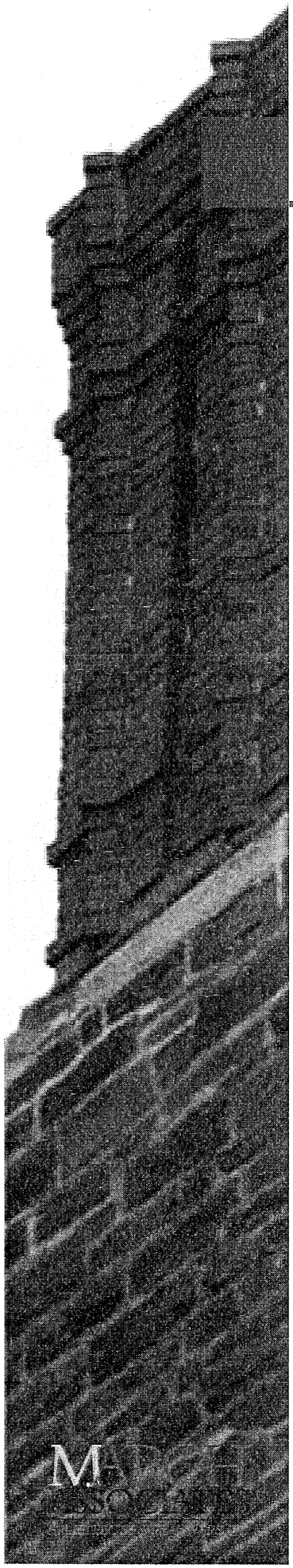
- Clinton Central School District
- Madison Central School District
- New Hartford Central School District
- Waterville Central School District

Colleges & Universities

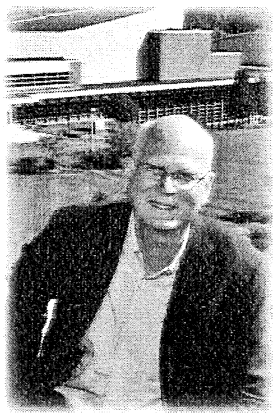
- Hamilton College
- Mohawk Valley Community College
- Utica University

Corporate/Government/Housing

- AAA Northeast
- Central Assoc. for the Blind & Visually Impaired (CABVI)
- JCTOD Outreach, Inc. (Johnson Park Center)
- Oneida County Dept. of Public Works



Christopher J. Crolius, AIA, Founding Principal



Education

M.B.A., 1985
Rensselaer Polytechnic Institute

B.S., Construction Management, 1980
Utica College of Syracuse University

A.A.S., Civil Technology, 1978
Mohawk Valley Community College

Teaching Experience

Utica College of Syracuse University
Structural Drawing

Professional Registrations

Registered Architect: New York, 1992, License No. 022954
American Institute of Architects
Certified Construction Specifier

Mr. Crolius has been project manager, architect, and specifications writer on numerous projects for educational, utility, and industrial clients for over 40 years. Mr. Crolius is responsible for project scheduling, estimating, quality assurance, and project coordination. He has served in the pivotal role of information transfer with our clients and often served as the primary contact for project related matters. As a founding principal at MARCH Associates, Mr. Crolius' primary responsibilities included office administration, project management, specifications, construction management and quality assurance. Clients to which Mr. Crolius has been directly responsible include:

Public School Districts

- Adirondack Central School District
- Carthage Central School District
- Cambridge Central School District
- Clinton Central School District
- DeRuyter Central School District
- East Greenbush Central School District
- Ellenville Central School District
- Gouverneur Central School District
- Harrisville Central School District
- Hermon-DeKalb Central School District
- Hoosick Falls Central School District
- Hornell City School District
- Hudson Falls Central School District
- Indian River Central School District
- Jefferson-Lewis BOCES
- Liverpool Central School District
- Malone Central School District
- Marathon Central School District
- New Hartford Central School District
- New York Mills Union Free School District
- Oneida-Herkimer-Madison BOCES
- Oppenheim-Ephratah-St. Johnsville CSD
- Oriskany Central School District
- Poland Central School District
- Rome City School District
- Roxbury Central School District
- Salmon River Central School District
- Saranac Central School District
- St. Lawrence-Lewis BOCES
- Stamford Central School District
- Tarrytown Union Free School District
- Town of Webb Union Free School District
- Utica City School District
- Waterville Central School District
- Westmoreland Central School District
- Whitesboro Central School District

Colleges and Universities

- Dormitory Authority of the State of New York
- Hamilton College
- Mohawk Valley Community College
- State University College ESF at Syracuse
- State University College @ Oneonta
- New York State University Construction Fund
- State University College at Brockport
- SUNY College of Ag. & Tech. @ Morrisville
- SUNY Polytechnic Institute (formerly SUNYIT)
- Utica College of Syracuse University

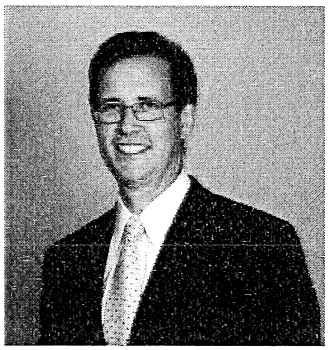
Corporate/Government/Housing

- Central Hudson Gas and Electric Corporation
- Central Vermont Public Service Corp., VT
- City of Rome, Engineering and Parks & Recreation
- Delmarva Power, Indian River Power Plant
- Delmarva Power, MD
- Masonic Care Community of New York - Acacia Village
- Matt Brewing Company
- Mohawk Valley EDGE (GLDC)
- New York Telephone Co.
- Niagara Mohawk Power Corporation
- Oneida County Dept. of Public Works
- Town of Marshall

Mitchell
Giurgola

James R. Braddock, AIA, LEED AP, Partner

James Braddock joined Mitchell Giurgola in 1982, became an Associate in 1987 and a Partner in 1996. At the firm Mr. Braddock has elevated the standard of design of academic institutions and research projects, with a focus on laboratories and other complex buildings and spaces. His work is widely recognized for demonstrating the synthesis of highly technical requirements with human needs and aspirations, and for creating state-of-the-art facilities that are aesthetically pleasing and a joy to use. Mr. Braddock is a member of the AIA Science and Research Committee.



Education
Columbia University, MArch, 1980
Iowa State University, BA, 1977

Mohawk Valley Community College, SUNY – Rome/Utica, NY
- Campus Master Plans

University of Connecticut – Storrs, CT
- Gant Building Renovations and Greenhouse Site/Feasibility Study
- New Science and Engineering Building
- New Science and Engineering Building Programming and Feasibility Study

Ramapo College of New Jersey – Mahwah, NJ
- Adler Center for Nursing Excellence and G–Wing Renovation

University at Buffalo, State University of New York – Buffalo, NY
- Farber Hall Renovation and Behling Simulation Center

Stony Brook University, SUNY – Stony Brook, NY
- Life Sciences Building, 5th Floor Renovation
- Laufer Center for Physical and Quantitative Biology

New York University – New York, NY
- Physics Department Renovations

Columbia University – New York, NY
- Drs. Lipson and Gaeta Laboratories (CEPSR & ET Buildings)
- Dr. Basov Laboratory (NWC Buildings)
- Physics Theory Center Feasibility Study (Pupin Hall)
- Chandler Hall Master Plan
- Dr. Zelevinsky Laboratory (Pupin Hall)
- Dr. Pasupathy Laboratory (Pupin Hall)
- Dr. Kaufman Laboratory (Havemeyer Hall)
- Dr. Leighton Laboratory (Chandler Hall)
- Dr. McDermott Laboratory (Havemeyer Hall)
- Dr. Nuckolls Laboratory (Chandler Hall)

Barnard College – New York, NY
- Chemistry NSF Grant Laboratory Renovation (Altshull Hall)
- Chemistry Research Laboratories (Altshull Hall)
- George Wilhelm Merck Organic Chemistry Laboratory (Altshull Hall)
- Digital Microscopy Laboratory Renovation (Altshull Hall)

Utica College – Utica, NY
- Gordon Science Building Master Plan and Design

Douglas R. Cahill, P.E.

Principal / Project Manager / Sr. Struct Eng.

IE Solutions
Interactive Engineering Solutions, PC
1721 Black River Blvd • Rome, NY 13440
Phone 315-339-7855 Fax 315-339-7856

Experience

Mr. Cahill is a Principal, Project Manager and Senior Structural Engineer for IESolutions. Mr. Cahill has over 40 years of extensive and diverse experience related to various levels of structural investigations, evaluations, analysis and design of new and existing educational, health care, industrial/warehouse, manufacturing, office buildings, and pharmaceutical facilities. Some of the key Projects that Mr. Cahill has been directly involved in include:

Indian River Central School District – 2014, 2017, 2019 & 2020 Capital Projects / *March Associates*

- *High School Additions & Alterations, Philadelphia, New York..*
- *Calcium Primary Elementary School Additions & Alterations, Calcium, NY.*
- *Reconstruction - Antwerp, Philadelphia, Evans Mills & Theresa Primary Schools, Philadelphia, New York (and Surrounding Area).*
- *Middle School - Additions & Alterations, Philadelphia, New York.*
- *Transportation Facility & Maintenance Building - Reconstruction, Philadelphia, New York.*

Jefferson – Lewis BOCES / *March Associates*

- *Administration Building, Data Center Addition, Watertown, New York*
- *Structural Review of Existing Storage Building, Watertown, New York*

St. Lawrence – Lewis BOCES / *March Associates*

- *Northwest Tech Center, Reconstruction, Canton, New York.*
- *Seaway Area Tech Center Reconstruction, Norwood, New York.*
- *Southwest Tech Center Reconstruction, Fowler, New York..*
- *Southwest Tech, Seaway Tech & Northwest Tech Centers – Video Display Sign Foundations, Fowler / Norwood / Ogdensburg, New York.*
- *Seaway Area Tech Center – Welding Tank Pens / Modular Home Foundations, Norwood, New York*

Salmon River Central School District / *March Associates*

- *Phases 2 & 3- Main Building – Reconstruction, Fort Covington, New York.*
- *Phase 2- Bus Garage - Additions & Alterations, Fort Covington, New York.*

Gouverneur Central School District / *March Associates*

- *Phase 1 - West Side Middle School – Add's & Alterations, Gouverneur, NY.*
- *Phase 1 - East Side Elem School - Addition & Alterations, Gouverneur, NY.*
- *Phase 2 – High School - Addition & Alterations, Gouverneur, New York.*

Harrisville Central School District / *March Associates*

- *Phase 2 - Main Building – Reconstruction, Harrisville, New York.*
- *Phase 2 - Bus Garage - Addition & Alterations, Harrisville, New York*

New Hartford Central School District / *March Associates*

- *High School / Bradley Rd Elem School – Add & Reconst, New Hartford, NY*

Oppenheim-Ephratah-St. Johnsville Central School District (OESJ) / *March Associates*

- *OESJ Elementary School – Additions & Alterations, Oppenheim, New York.*
- *OESJ Middle School / High School – Additions & Alter, St. Johnsville, NY*

Poland Central School District / *March Associates*

- *K-12 Main Building – Additions & Alterations, Poland, New York*

Beaver River CSD - 2018 Capital Project / King + King Architects

- *New Bus Garage, Beaver River, New York*
- *Main Building – Misc. Modifications and Alterations, Beaver River, NY*

Baldwinsville Central School District / *King + King*

- *Phase 1 – New Transportation & Bus Maintenance Facility*
- *Phase 2 – Structural Roof Evaluations for Elden Elementary School, VanBuren Elementary School & Public Library.*
- *Phase 3 – High School Kitchen Renovations.*

Education:

Bachelor of Science, Civil Engineering, Clarkson College of Technology, 1980

Professional Engineering Registrations:

New York/1985/61675;
Connecticut/1997/20116;
Massachusetts / 2011; New Hampshire / 2011
New Jersey/1991/GE36381;
Pennsylvania/2000/PE-057275-E;
Vermont/1991/6217; Virginia/2002

Professional Experience:

Interactive Engineering Solutions, PC
Rome, NY, November 2003 – Present

As Principal and Senior Structural Engineer, Mr. Cahill is responsible for management of the Professional Corporation including general management of day to day operations as well as various structural projects; provides internal coordination and communication between the corporation, external consultants and the client; prepares planning and scheduling of various projects; provides quality assurance for structural work.

Mr. Cahill is responsible for the structural design and analysis of both new and existing facilities, including educational, industrial /warehouse, manufacturing, office buildings, health care, and pharmaceutical using state of the art technology.

MWH (formerly Harza Engineering),
Utica, NY, October 1984 – November 2003

As Manager of the Structural discipline, Mr. Cahill was responsible for general administration and management of day to day operations of the Structural department staff and projects; provided internal coordination and communication between the structural section and other disciplines; provided quality assurance for structural work.

As Project Manager, Mr. Cahill was responsible for proper and complete communication with clients to assure thorough understanding of client's requirements, objectives and project scope. Reviewed Project details with project team and sub-consultants as required to provide a thorough understanding of the project scope, design approach, schedule of deliverables and budget requirements.

Technical responsibilities included structural design and analysis of steel, concrete, wood and masonry structures for a variety of facilities including health care, pharmaceutical, educational, industrial / warehouses, office buildings, commercial, and water resource / hydroelectric power project structures. Provided team leadership for all aspects of structural projects including supervisory work of other engineers.

Acres American, Inc., Consulting Engineers
Buffalo, NY, July 1980 – October 1984

Junior Civil / Structural Engineer & Civil / Structural Engineer.

TOWNE ENGINEERING

OUR STAFF

William H. Towne, P.E., earned his degree in Mechanical Engineering at Iowa State University and is a registered Professional Engineer in New York, Pennsylvania, Vermont, Wisconsin and Illinois. He holds memberships in the American Society of Heating, Ventilating and Air Conditioning Engineers (ASHRAE) and the National Society of Professional Engineers (NSPE).

Gary H. Siver joined Towne Engineering in 1977, after attending Mohawk Valley Community College. He is principally responsible for electrical design and specification including power, lighting, fire alarm and security systems. He is a LEED Green Associate, a member of the Illuminating Engineering Society of North America (IES).

Christopher D. Krecidlo, P.E., became a staff member in 2003, shortly after obtaining his Mechanical Engineering degree from State University of New York Institute of Technology and is a registered Professional Engineer in New York. His responsibility is mechanical systems design including heating, ventilating, air conditioning, plumbing and fire protection. He is a LEED Green Associate, a member of the American Society of Plumbing Engineers (ASPE), National Fire Protection Association (NFPA) and American Society of Health Care Engineers (ASHE).

Jeremy R. Mroz studied Computer Aided Drafting & Design at Oneida County Board of Cooperative Educational Services (BOCES) and worked several years as a drafter/designer before joining Towne Engineering in 2000.

Travis W. Richards joined our staff in 2010 while attending State University of New York Institute of Technology. He since has received his degree in Mechanical Engineering Technology and is a mechanical systems designer.

Walter A. Koniewicz became a staff member in 2011. He obtained an Associate's Degree in Electrical Engineering Technology from The State University of New York at Morrisville. Currently attending SUNY Polytechnic Institute in Electrical Engineering. He is a mechanical/electrical systems designer.

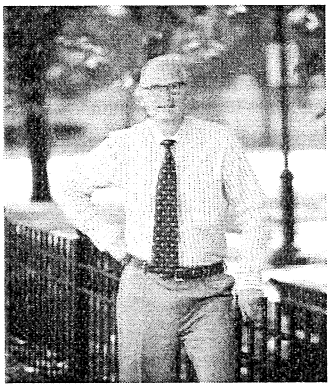
Christopher Miller joined the Towne Engineering staff in 2014. He has prior experience in manufacturing. He is a mechanical systems CAD designer.

Jeffrey Semple joined the Towne Engineering staff in 2022 as a mechanical designer.

appel osborne landscape architecture

VINCENT P. PIETRZAK, RLA

PARTNER-IN-CHARGE



Education | Registration | Associations

State University of New York, College of Environmental Science & Forestry
Syracuse, New York
Bachelor's Degree in Landscape Architecture, 1985

Canton College, Canton, New York
Associate's Degree in Arts and Science, 1982

New York State, Registration No. 1287

Member, American Society of Landscape Architects (ASLA)
Affiliate Member, American Institute of Architects (AIA)
Treasurer, New York Upstate Chapter ASLA

Relevant Experience:

Mohawk Valley Community College
- 2018 Sidewalk Renovation
  - Renovations at dormitories and residential quad
  - Sidewalks were replaced and widened to accommodate fire truck access
  - Correction of drainage issues in the quad
  - New sidewalk design mimics original score pattern
  - 2015 Wayfinding Signage
- 2015 Wayfinding Signage
  - Design services for exterior wayfinding signage
  - Schematic design options, templates, material selection and usage guidelines
  - Photo simulations in proposed campus locations
  - Prepare "updateable" campus map for wayfinding
  - Review current regulatory signage and develop guidelines for traffic control
  - Written report, graphics, and photo documentation
  - Prepared cost estimates

Syracuse University
- Sims Hall - 2017
  - Renovation of five granite slab stairways and ornamental railings including a snow melt system
- Brewster/Boland/Brockway Plaza Renovations - 2016
  - Ramp design for compliant wheelchair accessibility
  - Snow melt system, design of multiple green roof areas
- Day Residence Hall - 2015
  - Simplified entry steps, ramp, and railings, and added a drop curb to assist with accessibility
- Haven Hall Dormitory - 2011
  - Expansion of pedestrian courtyard and building entry
  - Permeable pavement, hardscape reduction, rain gardens
  - Streetscape improvements including replacement of curbs and sidewalks, new tree plantings

Jamestown Community College
- 2017 Five Year Capital Facilities Plan
  - Site inventory and assessment of vehicular and pedestrian circulation, parking, campus wayfinding, pavements, athletic facilities, vegetation, drainage
  - Identified future facilities needs and improvements
  - Determined opportunities for sustainable design
  - Provided prioritized and detailed cost estimates

Onondaga Community College
- Ferrante Hall - 2018
  - Accessibility improvements
  - Development of an outdoor space at building entry
  - Reduction of hardscape and elimination of physical and visual barriers to the building entry
- Whitney Plaza East - 2016
  - Redesign of building entrance plaza
  - Large lawn areas intersected by sidewalks
  - Sustainable design, new seating, plantings, signage, lighting, and decorative pavements
- Mawhinney Hall - 2016
  - Redesign of building entrance plaza with pocket spaces for gathering
  - Green spaces transformed into bio-retention basins
  - Seating, plantings, lighting, decorative pavements
- West Quad - 2015
  - Design for a more open plaza with less hardscape and more direct circulation
  - Ramps and terraced plazas to accommodate differences in building floor elevations
  - Sustainable design, seating, lighting, plantings

appel osborne landscape architecture

JULIA C. GRAZIANO
PROJECT MANAGER

Education

Morrisville State College
Morrisville, New York
Horticulture Associates Degree in Applied Science, 2011

State University of New York, College of Environmental Science & Forestry
Syracuse, New York
Bachelor's Degree in Landscape Architecture, 2017

Relevant Experience:

Colgate University (Project Designer)
- 2020 Biddle Plaza
  - Advancement of existing conceptual site plan through design development and contract documents
  - Plaza design evaluation and detailing, materials selection, cost estimate
  - Design includes grading and drainage, layout, plantings, site lighting

Le Moyne College
- 2019 Synthetic Turf Replacement
  - Replacement of the synthetic turf lacrosse and soccer field

SUNY Cortland
- 2022 Athletic Stadium Upgrades
  - Replacement of the existing synthetic turf field
  - Replacement of existing scoreboard with a video scoreboard with replay capabilities

SUNY Morrisville
- 2022 Athletic Stadium Upgrades
  - Existing conditions evaluation of underlying sub-base and drainage, asphalt, fencing, and building
  - Replacement of the synthetic turf field which accommodates football, lacrosse, and soccer
  - Feasibility study for addition of running track around the field

Jamestown Community College (Project Designer)
- 2017 Five Year Capital Facilities Plan
  - Site inventory and assessment including vehicular and pedestrian circulation, parking, campus wayfinding, pavements, barrier-free access, athletic facilities, vegetation, and drainage
  - Development of program needs with College personnel
  - Identified future facilities needs and improvements
  - Determine opportunities for incorporation of sustainable design
  - Review of current and future athletic needs and site utilization for expansion
  - Prioritized and detailed cost estimates

Olean CSD
- 2020 Capital Improvement Project
  - New synthetic turf field
  - Concrete walk replacement with snow melt system
  - Courtyard and play area improvements
  - Asphalt replacement and drainage improvements
  - New exterior digital signage
  - Site work related to a vestibule addition

Scott D. Nostrand, P.E.

Senior Vice President

Years of Experience

30

Education

B.S. Agricultural Engineering - Cornell University, 1984

M.S. Animal Science - Cornell University, 1989

Professional Registrations

Professional Engineer - New York, 1998

State of New York, Department of Labor, Current Asbestos Handling Certificate - Project Designer

Hazardous Waste Operations Health & Safety (HAZWOPER)

PE License

#075454

Professional Affiliations

Air and Waste Management Association

Solid Waste Associations of North America (SWANA)

Summary

Mr. Nostrand manages B&L's environmental engineering and consulting group and oversees all the firm's environmental activities including hazard mitigation planning, environmental permitting and compliance, stormwater, stream restoration, site remediation, fuel systems design, industrial environmental compliance, air permitting and modeling, asbestos abatement, industrial wastewater pretreatment systems, and biosolids management.

Asbestos Management

Mr. Nostrand is a certified Asbestos Project Designer and oversees B&L's Industrial Hygiene group, which provides a broad array of asbestos management, indoor air quality, and environmental health and safety services. These services include preparation of pre-demolition surveys, asbestos abatement design, noise assessment, safety training, air quality analysis, and construction inspection for projects throughout the company.

For all of the project areas identified above, Mr. Nostrand has been involved with contract administration, construction management, and preparation of private and municipal bidding documents.

Hazard Mitigation Planning

Mr. Nostrand has overseen several successful FEMA/NYSOEM funding application and subsequent hazard mitigation plans and plan updates. Generally the plans include pro-active planning with various municipality personnel, community stakeholders, utilities and NYSOEM to identify hazards, risk assessment and mitigation strategies. He oversees all assessments of natural hazards, including earthquakes, landslides, flooding, and severe weather events.

Greenhouse Gas

Mr. Nostrand has overseen the preparation of greenhouse gas (GHG) monitoring plans and screening analyses for numerous clients to satisfy the requirements for the U.S. Environmental Protection Agency (EPA) Mandatory Greenhouse Gas Reporting Rule (40 CFR Part 98). The process involves evaluating each site to identify specific GHG emission sources requiring monitoring, calculating modeled and actual GHG emissions from various stationary combustion sources and fugitive methane emissions from MSW landfill sources, and preparing comprehensive site specific monitoring plans which included data collection, management, and QA/QC procedures related to the monitoring of GHG emission sources.

Environmental and Permitting

Mr. Nostrand oversees all activities regarding environmental and permitting issues such as wetland permitting, wetland assessment and delineation, wetland mitigation and design, threatened and endangered species surveys, biota inventories, habitat assessments and restorations, stream assessment and natural stream channel design, natural resource inventories, aquatic habitat

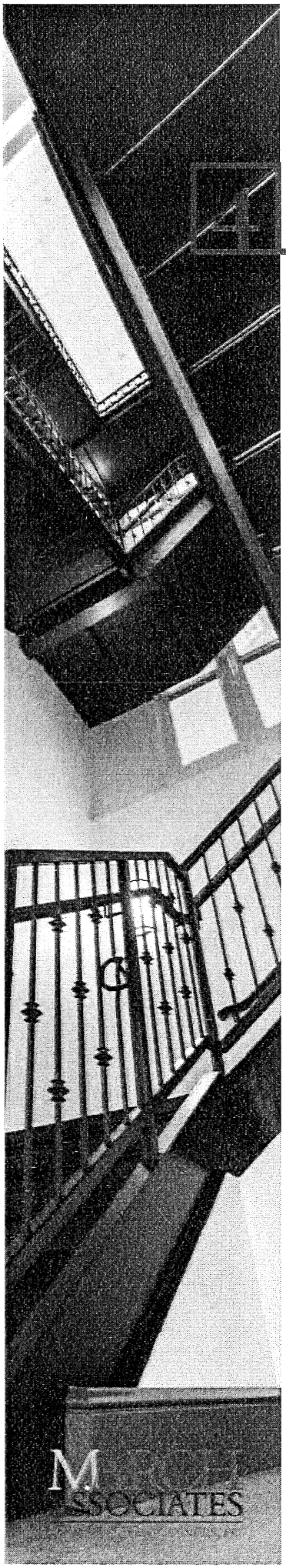
improvements, fish and wildlife impact analysis, water quality analysis and sampling, electro-fishing, macro/micro invertebrate sampling, SEQR and NEPA compliance assistance, and wildlife management and monitoring plans.

Environmental Compliance
Mr. Nostrand also manages B&L's program for environmental compliance reporting. This area has included the preparation of EPA Spill Prevention Control & Countermeasure Plans, Chemical Bulk Storage Spill Prevention Reports, Hazardous Waste Reduction Plans, and Environmental Compliance Audits.

Air Quality Permits
Mr. Nostrand has prepared air quality permit applications for municipal and industrial clients. Mr. Nostrand has been an expert witness for adjudicatory hearings, prepared Title V Air Permit applications and state facility air permit applications, and processed permit modifications for numerous clients. Permit writing has involved determination of acceptable capping strategies, monitoring strategies, and NANSR and PSD applicability. In support of these permits, Mr. Nostrand has prepared air quality screening dispersion models of expected contaminant releases. Due to B&L's solid waste practice, Mr. Nostrand has developed significant expertise in the permitting strategy for solid waste landfills that are subject to the federal New Source Performance Standards for landfills.

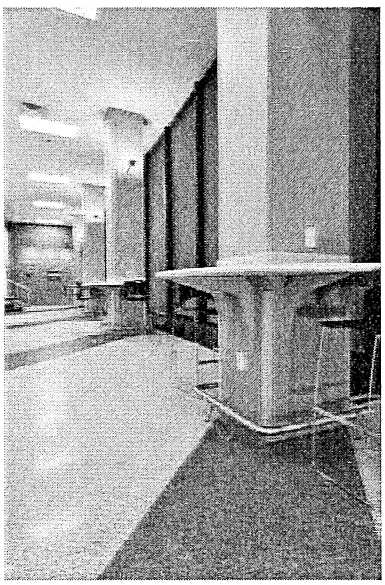
Due Diligence
Mr. Nostrand has prepared more than 300 Phase I Environmental Site Assessment reports for commercial and industrial clients in the Northeast. Environmental concerns identified during these assessments included leaking underground storage tanks, deteriorated asbestos materials, polychlorinated biphenyls, air, soil, wastewater pollution, permit compliance, and other environmental concerns.

Remediation Projects
Mr. Nostrand has been responsible for the management of numerous investigations of petroleum, solvent, PCB and hazardous substance spills at industrial and municipal sites under various regulatory programs such as NYSDEC's Oil Spills Program, Inactive Hazardous Waste Site Program, Voluntary Cleanup Program, and Environmental Restoration Program (municipal brownfields). These projects have included site characterization, remedial investigation, feasibility analysis, remedial design and construction administration. Remedial design projects have involved in-situ bioremediation, groundwater extraction and treatment, soil vapor extraction, source removal, and monitored natural attenuation. Projects have included remediation investigations at hazardous waste landfills, industrial facilities, abandoned industrial and commercial properties, and petroleum bulk storage and retail service stations.

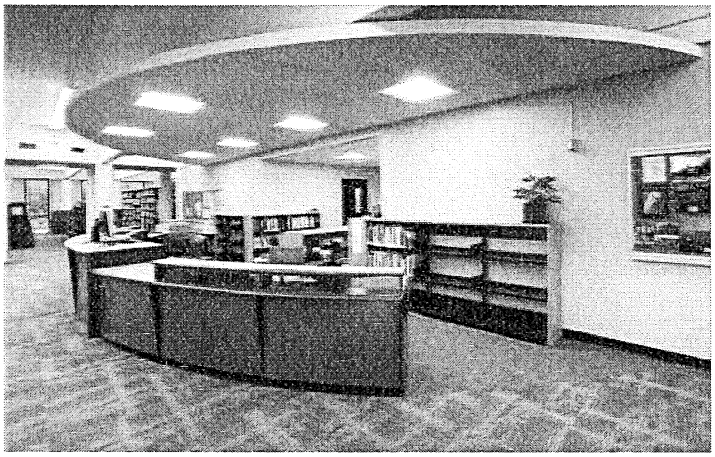


4 Project Team Experience

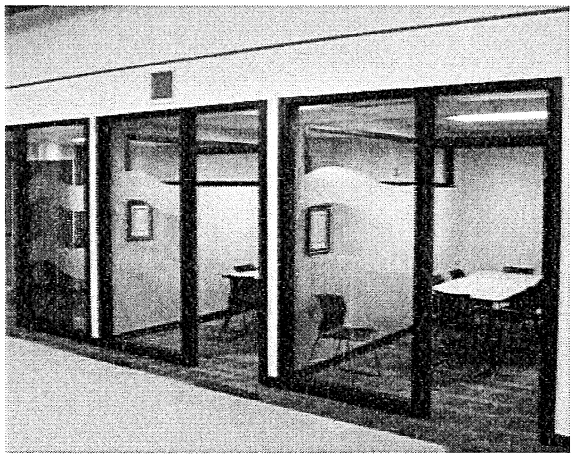
Mohawk Valley Commmunity College
Project: Alumni College Center - Student Commons Renovation
Contact: Mr. Michael McHarris, Director of Facilities & Operations, 315.792.5489, mmcharris@mvc.edu
MARCH Team: Chris Crolius, Principal in Charge and Matt Lacey, Project Architect



MOHAWK VALLEY COMMUNITY COLLEGE - LIBRARY



MOHAWK VALLEY COMMUNITY COLLEGE - LIBRARY



MOHAWK VALLEY COMMUNITY COLLEGE - STUDY ROOMS

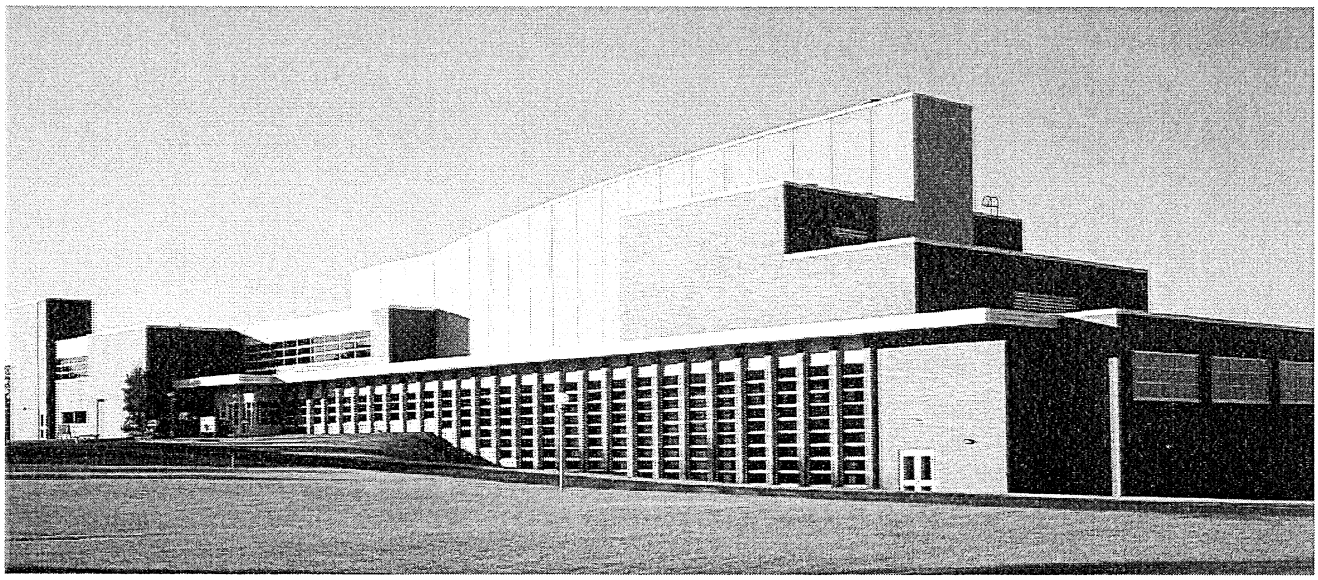
MOHAWK VALLEY COMMUNITY COLLEGE - DINING ROOM

MOHAWK VALLEY COMMUNITY COLLEGE - DINING ROOM

MOHAWK VALLEY COMMUNITY COLLEGE - IT BUILDING LOBBY

MOHAWK VALLEY COMMUNITY COLLEGE - DINING ROOM

MOHAWK VALLEY COMMUNITY COLLEGE - THEATER



MOHAWK VALLEY COMMUNITY COLLEGE - INFORMATION TECHNOLOGY BUILDING

Mitchell
Giurgola

Firm Profile

Introduction

Mitchell Giurgola Architects was formed in 1958 and established an office for general practice in New York City in 1968. The firm has been widely recognized for design excellence, particularly for contextual, complex projects. Since its inception, the firm has been responsible for the construction of more than 125 buildings whose total value exceeds $1.7 billion. The practice offers a comprehensive range of architectural services with a strong emphasis on technically complex building design, including:

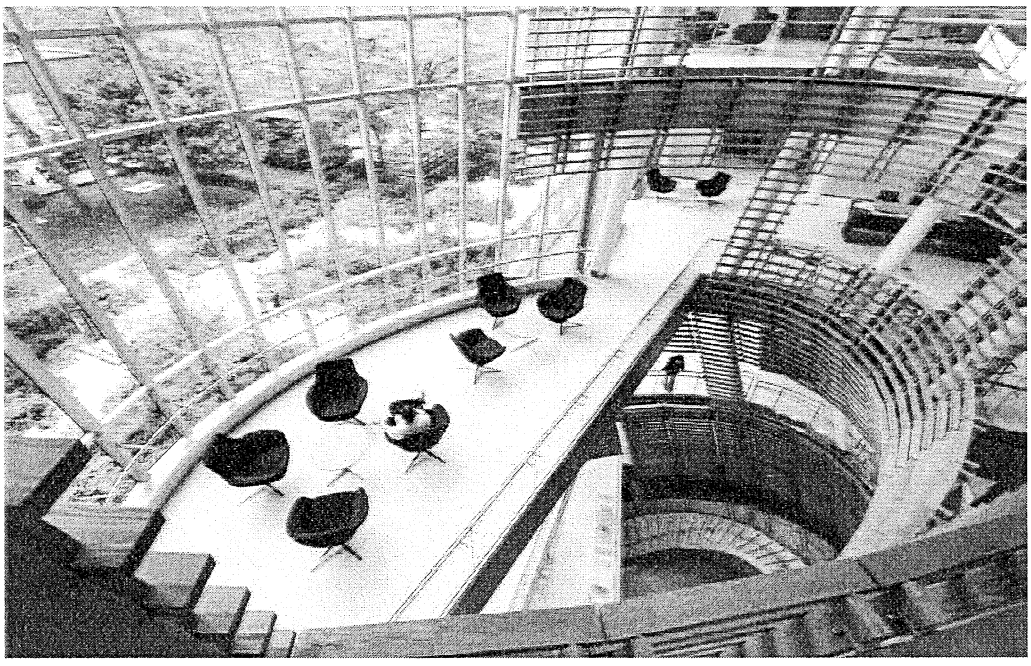
- master planning, feasibility studies, and conditions assessment
- programming and space planning of education facilities
- state-of-the-art science and research facilities
- renovations, adaptive reuse and additions to existing buildings
- façade replacements
- sustainable design

Design Philosophy

Mitchell Giurgola Architects is strongly committed to the belief that architecture is capable of enriching daily experience. Our practice is primarily derived from a concern for the needs, circumstances, and aspirations of our clients and their surrounding communities. We are well practiced at working closely with groups representing the needs of the occupants, facilities managers, and administrators. We respect stakeholders' various points of view and adeptly synthesize them to assure a balanced design approach. We believe that the art and craft of architecture have a measurable impact on productivity and quality of life.

Project Development

The Mitchell Giurgola office is led by six partners, all of whom are deeply involved in project development. Partners and their project teams work closely in a highly collaborative format with client leadership, diverse stakeholders, and consulting engineers. Teams are formed from our staff of 50 to join projects from inception to occupancy. Post-occupancy evaluations with client participation are encouraged to obtain mutually beneficial feedback.



Collaborative Research Center, Rockefeller University

Mitchell
Giurgola

Firm Profile

Design for Higher Education

Buildings for education, particularly those with highly complex functional requirements, are a hallmark of the practice. Mitchell Giurgola has worked on over 50 college and university campuses to execute more than 65 academic buildings across the country. The range of assignments has included master planning, site selection, programming and space planning studies, design development/documentation and construction support for classrooms, libraries, student centers, laboratories, lecture/conference rooms, administrative offices, parking facilities, utility infrastructures, health facilities, gymnasiums, exhibition spaces, and food services. Mitchell Giurgola Architects has a distinguished history of creating warm and engaging learning environments, with the majority of our past and current assignments in the academic realm.

Science Teaching and Research Facilities

For more than 40 years MG has been programming, planning and designing teaching and research laboratories for higher education clients. Programmatic elements include teaching laboratories for a variety of scientific disciplines including physics, astronomy, anatomy, biology, chemistry, mathematics, geology and others. Designs of specialty spaces include optical facilities, observatories, and greenhouses. Modular planning for future adaptability is used where appropriate. In addition to flexible laboratory spaces these projects include faculty and administrative offices; lecture/meeting rooms; seminar rooms; discussion areas; state-of-the-art computing, audio/visual and distance learning services; and information resource spaces. Having in-house laboratory design capability as well as working with a wide range of laboratory design consultants has enabled MG to fully integrate the building design with the needs of the users and to allow each to inform the other.

Pupin Hall, Dr. Tanya Zelevinsky Laboratory Columbia University

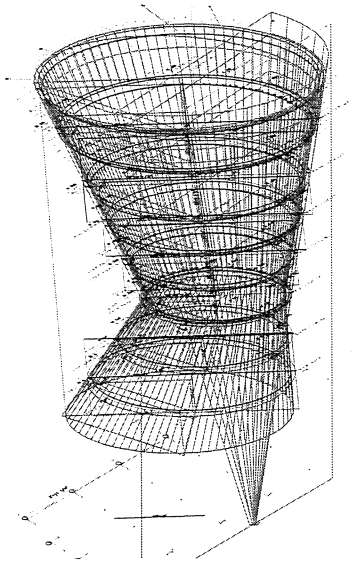
Mitchell
Giurgola

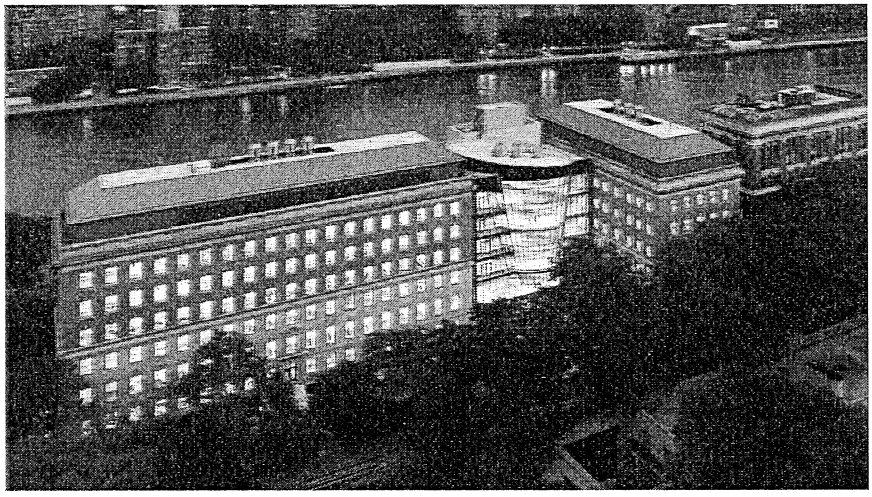
Firm Profile

Computer Aided Design and BIM

Mitchell Giurgola has incorporated a number of 3D technologies into the design process over the past 10 years beginning with Rhino for the design and documentation of complex architectural shapes. The 258,000 SF Collaborative Research Center at the Rockefeller University involved a complex Rhino model, which was shared amongst the construction subcontractors in 2007. The office first used Revit and its full Building Information Modeling (BIM) function in 2009 for the design of the 100,000 SF New Science and Technology Center at the State University of New York at Fredonia, which was completed late 2014. The office is also currently producing documents for complex science facilities at New York University and the University of Connecticut at Storrs using Revit software.

Mitchell Giurgola utilizes many software programs to facilitate three dimensional modeling that are invaluable design and communications tools during the early design phases of our projects. During later design phases drawing files are routinely posted on FTP sites for easy exchange of information among the design team members and our clients.





Collaborative Research Center, Rockefeller University

Mitchell
Giurgola

Firm Profile

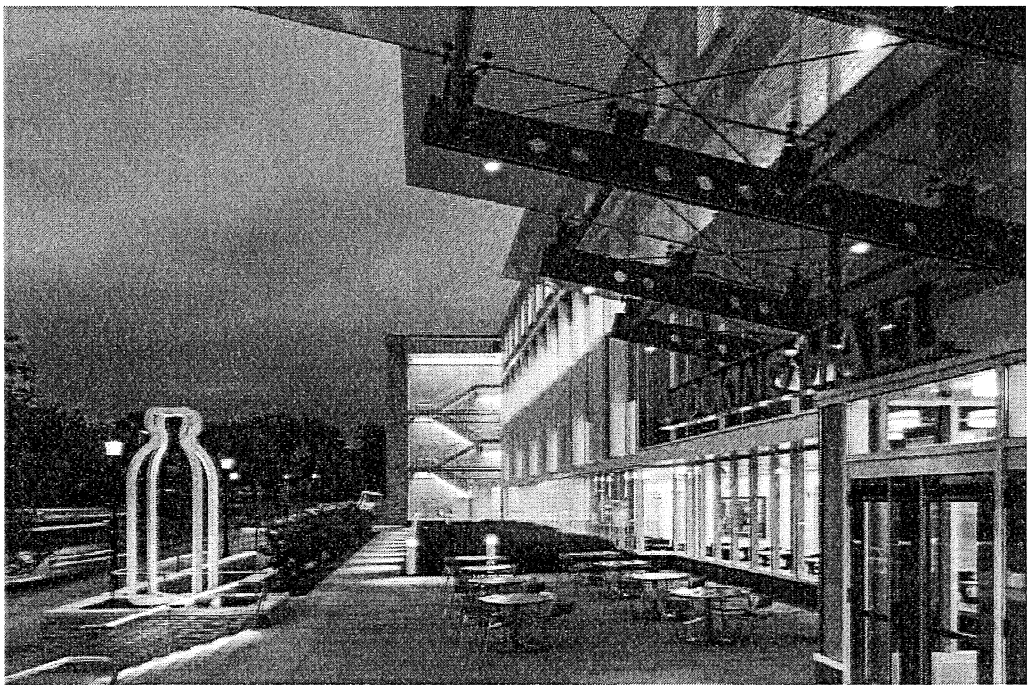
Sustainability/ Green Buildings/ Energy Conservation
Mitchell Giurgola has employed integrated sustainable design in its building since the 1970's by modulating building facades to maximize usable daylight and minimize the impact of the climate on the building and its mechanical systems. The firm works to accomplish smart design that minimizes the use of non-renewable energy sources, reduces the production of pollution, and conserves energy expenditures while increasing the comfort, health, and safety of the public. Working closely with mechanical engineers and environmental consultants allows us to create truly integrated green design.

The New Science and Technology Center at SUNY Fredonia was recently awarded LEED Gold Certification. Other recent projects of note include the LEED Gold-Certified Center for Science Health and Wellness at Norwalk Community College and the particularly challenging LEED Silver-Certified Collaborative Research Center at the Rockefeller University.

To establish the sustainable design goals, we recommend working together with the client in a Green Charrette at the outset of the project to develop consensus about appropriate features and budget. By assigning first costs and operating savings to each idea, the team can understand the implications of choices and select those that the budget can accommodate.

Additional LEED projects include:

- 370 Jay Street, NYU Center for Urban Science and Progress Renovation and Recladding, New York, New York: (designed for Platinum LEED)
- Stocking Hall Rehabilitation & Addition, NYS CALS, Cornell University, Ithaca, New York: (achieved LEED Gold)
- New Bioscience Education Center, Montgomery College, Germantown, Maryland: (achieved for LEED Gold)
- University of Connecticut, Gant Renovation, Storrs, Connecticut: (designed for LEED Gold



Stocking Hall Rehabilitiation and Addition, Cornell University

Mitchell
Giurgola

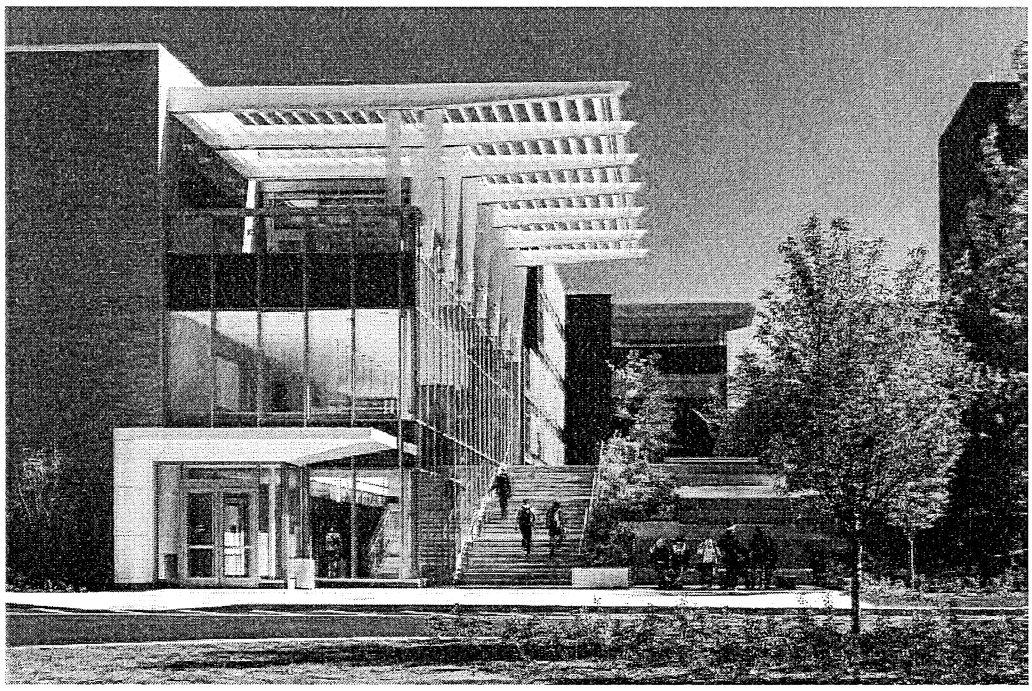
Firm Profile

Design Recognition
The design ability of the firm has been recognized through successful entries in design competitions and continuous publication of the firm's work, as well as the receipt of more than 80 professional honor awards for completed projects. Mitchell Giurgola received the Architectural Firm Award of the American Institute of Architects, the highest honor bestowed upon an American architectural practice and the Medal of Honor Award of the AIA New York Chapter.

More importantly, the design ability of the firm has been continually recognized through client satisfaction. The greatest indication of client satisfaction is repeat work. Over seventy-five percent of our clients turn to us for multiple commissions.

Selected Awards:

- Stocking Hall Rehabilitation and Addition, Cornell University, CALS
  2017 AIA New York State Excelsior Award of Honor for Public Architecture
  2016 American Architecture Award, The Chicago Athenaeum
  2016 SARA National Design Award
  2016 Historic Ithaca Preservation Award of Merit
  2014 SARA NY Design Awards, Bronze Award of Honor
- Adler Center for Nursing Excellence, Ramapo College of New Jersey
  2016 Honor Award, SARA New York Design Awards
  2016 ENR Best Project Award - Higher Education/Research
- New Science and Technology Center, State University of New York at Fredonia
  2016 Merit Award, SARA New York Design Awards
  2016 AIA New York State Excelsior Award
- New Bioscience Education Center, Montgomery College
  2016 AIA Maryland Design Award
- Collaborative Research Center, Rockefeller University
  2013 AIA New York State Citation for Institutional Design



Adler Center for Nursing Excellence, Ramapo College of New Jersey

IE Solutions
Interactive Engineering Solutions, PC

Firm Profile & Professional Services

Professional Structural Engineering Sub-Consultant

Firm's Name & Address:

Interactive Engineering Solutions, P.C. (DBA: IESolutions)

1721 Black River Blvd, Suite L-1 / Rome, NY 13440 / Ph: 315-339-7855 / Fax 315-339-7856

Certificate of Authorization from the University of the State of New York Education Dept. No. 0015775.

Firm Type and Years of Experience:

IESolutions has been providing professional design and analysis services for both new and renovation projects since 1997. To better meet the needs of our Client, the organization expanded operations in 2003 and incorporated in the State of New York as a Professional Services Corporation.

IESolutions' is owned, operated and employs highly qualified professional, pre-professional engineering and technical design staff who specialize in the design, engineering and analysis specifically related to building structural systems. IESolutions' principal, Mr. Douglas R. Cahill, PE showcases structural engineering, design and project management experience extending over 40 years, with a majority of those years specializing in educational facilities. The firm's specializations include: Project Management, 3-D finite element analyses and computer modeling, preparation of structural engineering & design calculations, coordination of drafting & specifications, and leadership of various projects to completion through all phases of design, analysis, and implementation. Mr. Thomas J. Plante provides over 39 years of experience as a structural designer and CAD operator and provides versatility in electronic document preparation with extensive experience with REVIT Strucuture, AutoCAD and Microstation operating systems. Mr. Kenneth G. Cahill provides over 13 years of experience as a junior structural designer and CAD operator and provides versatility in electronic document preparation with extensive experience with REVIT Strucuture & AutoCAD operating systems.

Firm Structural Staff:

- Principal / Senior Structural Engineer: Douglas R. Cahill, PE, 40 years / 17 years IESolutions
- Senior Designer / CAD Operator: Thomas J. Plante, 39 years / 17 years IESolutions
- Junior Designer / CAD Operator: Kenneth G. Cahill, 13 years / 13 years IESolutions

Services:

IESolutions' staff has extensive structural engineering experience for a wide variety of building types and structural framing / support systems including structural steel framing, reinforced concrete framing, reinforced concrete / masonry building foundations, reinforced masonry load bearing wall framing, precast concrete / hollow core precast concrete planking, cold-formed metal framing, wood framing systems and specialty foundation systems. Services include the following:

- Project Management.
- Structural Existing Condition Surveys & Building Assessments.
- Comprehensive Design Services, including Computerized Structural Engineering Design & Analysis & Contract Document Preparation.
- Coordination with Clients & Subcontractors.
- Code Analysis & Code Compliance.
- Construction Phase Services including Shop Drawing & Submittal Reviews, Review Field Questions & Construction Observation.

Facility Types:

IESolutions provides comprehensive structural engineering services for a wide variety of facilities including educational, healthcare, pharmaceutical, institutional, industrial / warehouses, offices, commercial and municipal construction projects.

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

INTERACTIVE ENGINEERING SOLUTIONS PC
1721 BLACK RIVER BLVD
SUITE L-1
ROME, NY 13440-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 12/01/2018 TO 11/30/2021.

CERTIFICATE NUMBER
0015775

MARYELLEN ELIA
COMMISSIONER OF EDUCATION

TOWNE ENGINEERING

EXPERIENCE SUMMARY

Towne Engineering personnel (over a time span of three decades) have successfully completed the design and specification of Mechanical and Electrical Systems for ***more than 2000 projects*** associated with public schools, universities, libraries, nursing homes, hospitals, government buildings (post offices, courthouses, correctional facilities), multiple residences, elderly housing, military installations, airport terminals, aircraft hangars, office buildings, banks, a broad range of industrial facilities, telecommunication equipment facilities, supermarkets, garages, churches, theatres, waste recycling stations, vehicle maintenance facilities, etc.

Projects have ranged in size from small residential and nominal retrofit installations to both new and retrofit construction of ***several hundred thousand square feet***. The cumulative total of boiler, refrigeration and service would be many thousand horsepower, tons and KVA, respectively, with an ***associated cost of millions***.

Design Efforts have included:

Mechanical

Airside: Single zone, multizone, terminal reheat, variable volume, induction, induction reheat, fan coil, dual duct, radiant panel, unitary, heat pump (air and water source) commercial exhaust, make-up air, industrial exhaust, heat recovery (air/air and air/water), precision environmental control.

Waterside: Low, medium and high pressure steam and condensate, low medium and high temperature hot water, chilled water, condenser water, refrigerant, natural and propane gas, light and heavy oil, sanitary drainage, storm drainage, low and high pressure compressed air, acetylene, chlorine, nitrogen, nitrous oxide, oxygen, vacuum, fire protection sprinklers and standpipes, dry chemical fire protection, halonogated fire protection, process (broad range of media) domestic and process hot and cold water.

Electrical

Power: Service, transformation, switchgear, distribution, uninterruptible, standby (turbine driven, engine driven, battery).

Lighting: Exterior, interior, direct, indirect, task, decorative, emergency, exit.

Special Systems: Fire alarm, security alarm, communications, telephone, data.

We're confident that our extensive experience and expertise will provide cost effective solutions to engineering demands in a fashion that properly addresses prevailing needs.

MOHAWK VALLEY COMMUNITY COLLEGE | Utica, NY
CONTACT: Facilities and Operations | (315) 792-5550
Athletic Track Renovations
- $200,000 approximate site costs.
- Project included the valuation of the existing track facility and recommended development options for renovation and conversion of the 440 yard track to a 400 meter all-weather urethane track NCAA regulated facility.
- Developed construction documents and assisted in the project construction administration during installation.
- Project was completed in 1996.

Circulation and Site Improvements
- $2.0 million approximate site cost.
- Design included Master Plan update including vehicular and pedestrian circulation, parking, utilities, and alternate building locations for future expansion.
- Responsible for developing construction documents for site work related to a new classroom, auditorium, and technology building including development of various pedestrian site amenities, plazas, parking areas, planting and storm water management improvements.
- Developed a main entrance drive and vehicle circulation plan to create new arrival experience to the campus and improve the visual sequence from Memorial Parkway.
- Project was completed in 2001.

Utica, NY Campus and Rome, NY Campus
CONTACT: Mr. Mark Laramie, P.E., Oneida County Department of Public Works | (315) 793-6236
- Design services for exterior wayfinding signage and design guidelines for future construction, renovation and sign replacement.
- Developed schematic design options, templates, material selection and usage guidelines for exterior signs.
- Provided photo simulations illustrating sign templates in proposed campus locations.
- Prepared "updateable" campus map for wayfinding.
- Developed vehicular and parking and pedestrian wayfinding templates, including mapping.
- Developed temporary mobile signage templates for special events.
- Reviewed current regulatory signage and developed guidelines for traffic control and uniform traffic control compliance.
- Developed written report and necessary graphics and/or photo documentation and recommendations.
- Prepared cost estimates for various sign templates and related site improvements.
- Project was completed in 2015.

SUNY ONEONTA | Oneonta, NY
CONTACT: Mr. Scott L. Barton, Facilities Program Coordinator | (607) 436-3171
Rehabilitation of Fine Arts Building Courtyard, completed in 2004
- $150,000 approximate site cost.
- Responsible for design and preparation of construction documents for the rehabilitation of an existing courtyard space.
- Design included a performance stage area, courtyard amenities, plantings and an irrigation system.

Golding Residence Hall, completed in 2011
- $325,000 approximate site cost.
- Responsible for design and contract documents for site work related to the rehabilitation of an existing residence hall.
- Design included an outdoor seating area, ADA access and plantings.

Littell Residence Hall, completed in 2012
- $500,000 approximate site cost.
- Responsible for design and contract documents for site work related to the rehabilitation of an existing residence hall.
- Design included the creation of a new entrance with landscaping and access to adjacent parking facilities.
- Key features include an outdoor amphitheater, vehicular drop-off/pickup loop, outdoor seating area and plantings.

appel osborne
landscape architecture

MOHAWK VALLEY COMMUNITY COLLEGE

UTICA, NEW YORK

PROJECT HIGHLIGHTS:

Track Renovation

- Recommended development options for renovation
- Developed contract documents and provided construction administration services for conversion of the 440 yard track to an NCAA 400 meter all-weather urethane track

Site Improvements

- Master Plan update to include vehicular and pedestrian circulation, parking, utilities and alternate building locations for future expansion
- Designed new main entrance drive and vehicular circulation creating a new arrival to the campus
- Developed construction documents for development of various pedestrian site amenities, plazas, parking areas, plantings and storm water management improvements

Wayfinding Signage

- Design services for exterior wayfinding signage and design guidelines for future construction, renovation and sign replacement for two campuses
- Developed schematic design options
- Prepared "updateable" campus map
- Developed vehicular and parking pedestrian wayfinding templates, including mapping
- Reviewed current regulatory signage and developed guidelines for traffic control and uniform traffic control compliance
- Develop written report and necessary graphics and/or photo documentation and recommendations
- Prepare cost estimates

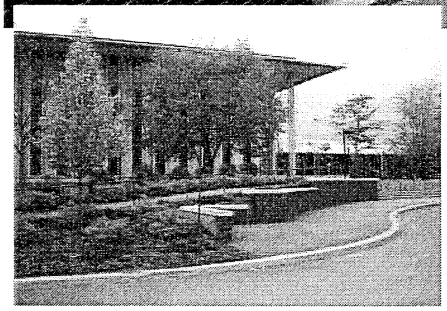
Project Overview

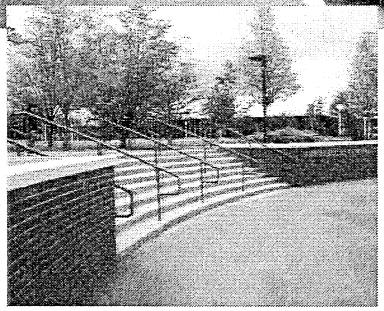
Approximate Site Construction Cost
Track Renovation: $200,000
Site Improvements: $2.0 million

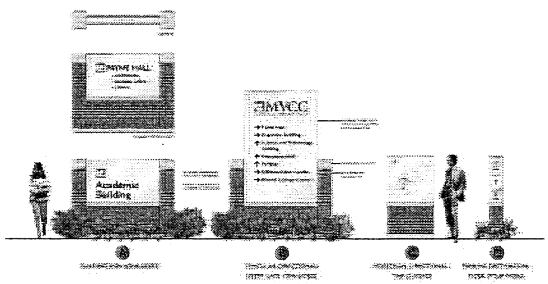
Completion Date
Track Renovation: 1996
Site Improvements: 2001
Wayfinding Signage Design: 2015

Partner-In-Charge
Vincent P. Pietrzak

Reference
Mr. Mark Laramie, P.E.
Oneida County DPW
(315) 793-6236







102 West Division Street | Suite 100 | Syracuse, NY | 13204-1434 | Phone (315) 476-1022 | www.appelosborne.com

CREATIVE | INTEGRATED | SUSTAINABLE

Firm Profile

Locations	**New York: Syracuse • Albany • Binghamton • Rochester • Ellenville • Newburgh • Watertown • Newburgh, Pennsylvania: Camp Hill • Lanham, Maryland**
Phone	1-800-724-1010
Personnel	250
Web Address	www.BartonandLoguidice.com
Business Description	Barton & Loguidice, incorporated in 1961, is a full service engineering firm specializing in a variety of areas, including environmental services, facilities engineering, land planning and site design, solid waste management, transportation engineering, asset management, wastewater management, and water supply. Our philosophy of comprehensive, ongoing communication results in successful projects and relationships. Our clients benefit from the combination of the depth of knowledge, diversity of talent, and years of experience that our skilled team of engineering professionals brings to every project. B&L's dynamic, integrated approach allows us to provide the right combination of personnel to engineer multidisciplinary solutions to complicated issues.
Markets Served	B&L serves private and public clients, including education and health care facilities; federal, local and state government; manufacturing; power and utilities; financial and insurance institutions and telecommunications.
Environmental Services Contacts	B&L serves private and public clients, including education and facilities; federal, local and state government; manufacturing; power and utilities; financial and insurance institutions and telecommunications.

Environmental Services	Scott D. Nostrand, P.E.	snostrand@bartonandloguidice.com
Industrial Hygiene	John E. Rigge	jrigge@bartonandloguidice.com

List of Environmental Services

Barton & Loguidice provides comprehensive environmental compliance engineering and environmental data management services. Our professional team of environmental engineers and scientists will provide innovative solutions to our hazardous waste, petroleum, chemical, air and water pollution challenges. We provide the following environmental services:

Asbestos Management Services: inspection and sampling, asbestos risk and condition assessment; removal design, construction inspection and administration including air monitoring.

Remediation Engineering: site investigation; remedial investigation and feasibility studies; forensic investigation and expert witness testimony

Environmental Compliance: Phase I environmental site assessment; pollution prevention; wetland delineation and permitting; ecological assessment; environmental impact statements

Storage: tank and fueling system design; fleet fueling systems; tank closure and site assessment; spill prevention control and countermeasure plans and reports

Air Quality: emission and compliance audits; Title V and state permits; air pollution control, dispersion modeling

Asbestos/Hazardous Building Material Services – Evidence of Specialized Knowledge

Barton & Loguidice (B&L) can provide comprehensive pre-renovation investigation, sampling, analysis, removal design, and construction oversight of any necessary abatement operations. Our technical staff maintains applicable regulatory certifications and more importantly, executes services for public school capital projects continually as a primary service within the Industrial Hygiene Division. Extensive institutional knowledge of school facilities by district, region, vintage, and construction types coupled with experienced, educated staff working with the design team from start to project completion has been our formula for successful projects.

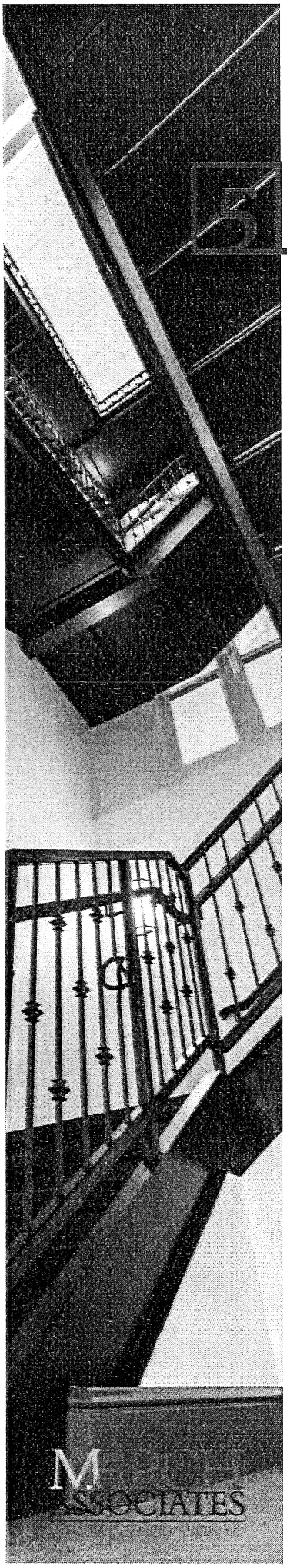
Our investigation services in the asbestos and hazardous building material arena are ancillary to architectural and mechanical renovations or demolition and redevelopment in educational facilities, primarily K-12. With this in mind, our survey methodologies and survey products are geared to allow easy transition to the material abatement design and bidding document phase. Ultimately, we know that the materials identified in our survey will need to be dealt with during renovation and construction activities. Accuracy and thoroughness at the survey and investigation phase is crucial to the construction phase.

When projects enter into the design phase and ultimately construction phase, it is of the utmost importance to have thorough and complete documents for bidding. The extra effort placed on the pre-renovation survey and planning with the design team ultimately reduces overall construction costs and potential for change orders, delays, and sometimes unanticipated conditions. In effect, it results in the best possible service for the owner both financially and with respect to execution. Our experience, knowledge, processes with an architectural design team, and commitment to the building owner is considered to be our specialty.

Sustainable Design and LEED Accredited Design

B&L is a member of the U.S. Green Building Council (USGBC) and has experience with the Leadership in Energy and Environmental Design (LEED) program. Our team includes numerous LEED-accredited design professionals who are committed to the principles of sustainable design. We have participated in the design of LEED-certified projects, achieving energy conservation and efficient building performance through sustainable design practices.

The use of LEED green building design strategies not only improves the energy performance and occupant comfort within a building, but it is incorporated into many of our site designs for reduced water usage, habitat preservation, reduced waste disposal, and redevelopment of Brownfield sites. We incorporate the use of natural day-lighting, renewable energies, energy efficient equipment and lighting, recycled materials, and sustainable construction into our designs wherever possible. Throughout every project design, B&L recognizes the importance of incorporating innovative and progressive technologies, as well as sustainable design principles within the design of new and improved facilities. As a provider of LEED-based design solutions, we assist our clients in accomplishing alternative approaches in implementing creative technologies on our facility designs.



5 References

References

Mr. Michael McHarris
Director of Facilities & Operations
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1101 Sherman Drive
Utica, NY 13501
PH: 315.792.5489
mmcharris@mvcc.edu

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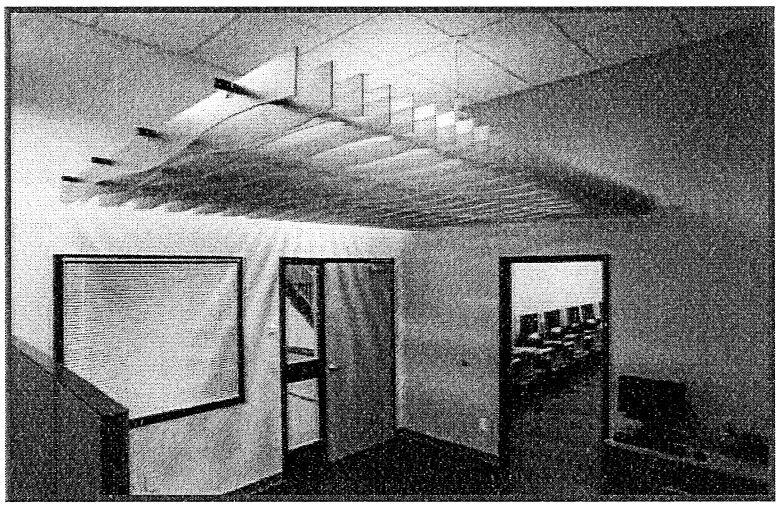
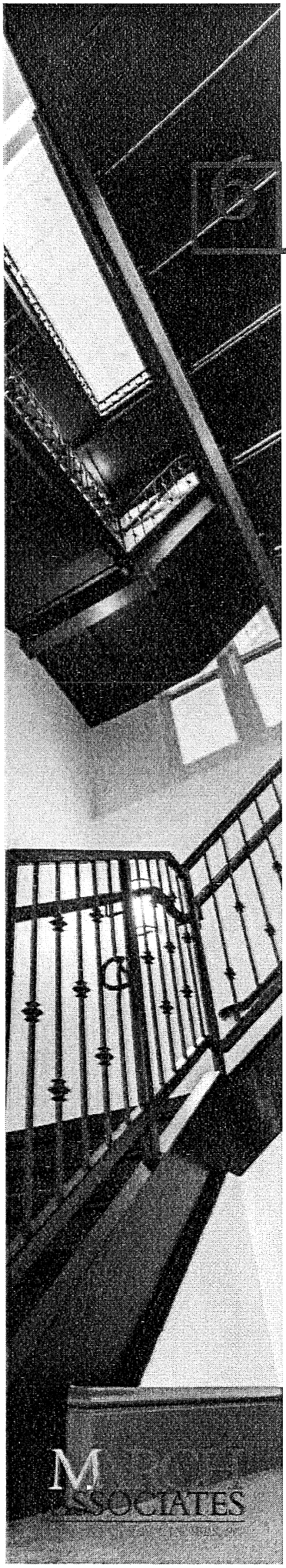
Associate Director, Building Services
Hamilton College
198 College Hill Road
Clinton, NY 13323
PH: 315.859.4177
whuggins@hamilton.edu

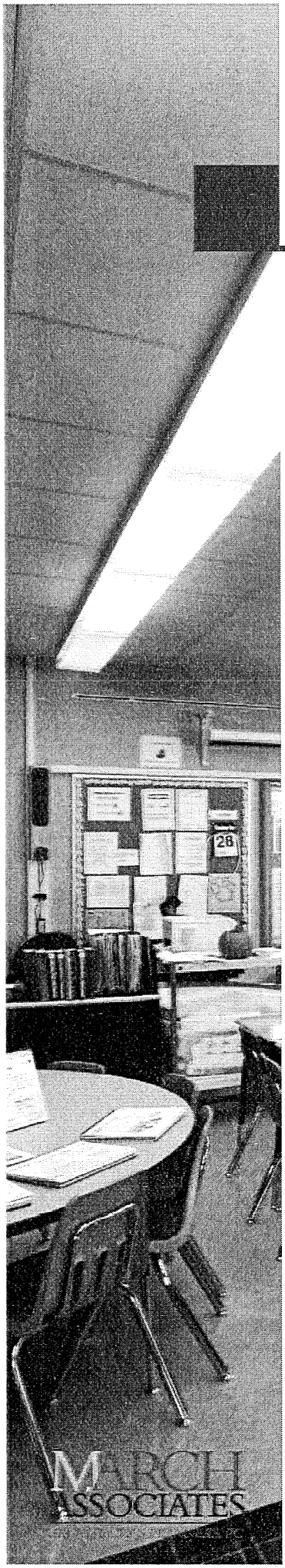
Mr. Steve Dimeo
President
Mohawk Valley EDGE
584 Phoenix Drive
Rome, NY 13441
PH: 315.338.0393
sdimeo@mvedge.org



MVCC - Alumni College Center
Transfer Center



Insurance



Insurances

MARCH Associates currently carries Professional Liability Insurance from PLB&C with a $5,000,000 aggregate limit. This policy also contains expanded pollution endorsement and self-insurances retention of $20,000.

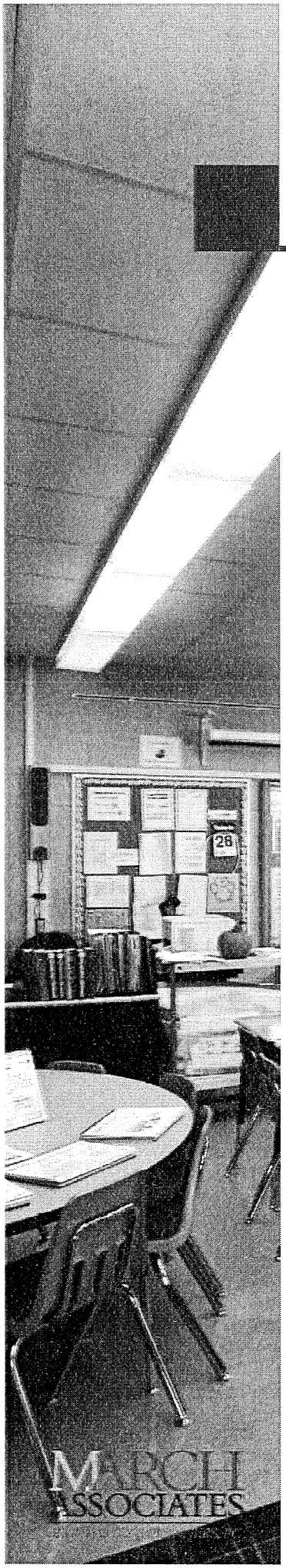
Our General Liability coverages are indicated below:

- $2,000,000 per Claim, Limit of Liability
- $4,000,000 Aggregate Limit of Liability
- $2,000,000 Umbrella

.

Copies of our Insurance Certificates follow.

MVCC - Alumni College Center
Student Commons



General Liability

Phone: (315)731-7206

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2022

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: The Burns Agency PO Box 363, 29 West Park Row Clinton, NY 13323 License #: PC-614584	CONTACT NAME: Wendy P. Lawlor PHONE (A/C, No, Ext): (315)853-5052 FAX (A/C, No): (315)853-6356 E-MAIL ADDRESS: wplawlor@burnsagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED: March Associates Architects & Planners, PC 258 Genesee Street Ste 300 Utica, NY 13502	INSURER A: Hartford Ins Co of the Midwest	37478
	INSURER B: Prop & Cas Ins Co of Hartford	34690
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00001353-2226259 REVISION NUMBER: 18

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		01SBAAM7017	04/02/2022	04/02/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			01SBAAM7017	04/02/2022	04/02/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		01SBAAM7017	04/02/2022	04/02/2023	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			01WECDQ1483	04/02/2022	04/02/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Architectural Firm - Oneida County is included as Additional Insured on a primary, non-contributory basis to the General Liability policy with Waiver of Subrogation, when required by contract - see form SS00080405. See coverage form SS01970909 for Hired & Non-owned Auto vicarious liability. See coverage form SX80020405 for Additional Insured on Umbrella Liability. See coverage form SS12230611 for 30-day notice of cancellation.

CERTIFICATE HOLDER	CANCELLATION
County of Oneida 800 Park Ave Utica, NY 13501	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 Wendy P. Lawlor (WPL)

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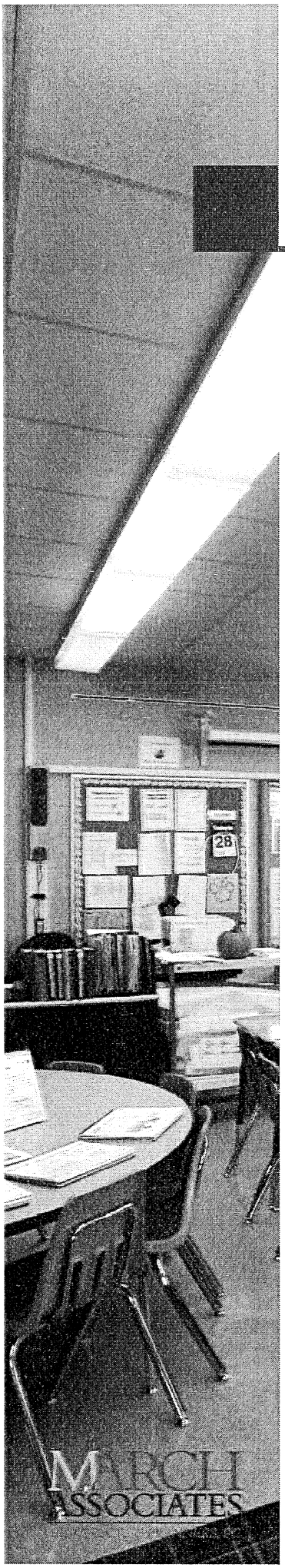

Professional Liability

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ervin A. Kranberg	
Professional Liability Brokers & Consultants Inc. 175 E. Hawthorn Parkway Suite # 310 Vernon Hills, IL 60061	PHONE (A/C, No, Ext): (847)816-4480	FAX (A/C, No): (847) 816-4454
	E-MAIL ADDRESS: erv@plbc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company (CNA)	20443
INSURED MARCH Associates, Architects & Planners, PC 258 Genesee Street Suite 300 Utica, NY 13502	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional & Pollution Incident Liability			AEH-114099022	07/01/2022	07/01/2023	$5,000,000 Each Claim	$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance	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 Martha Lehman for Ervin A. Kranberg

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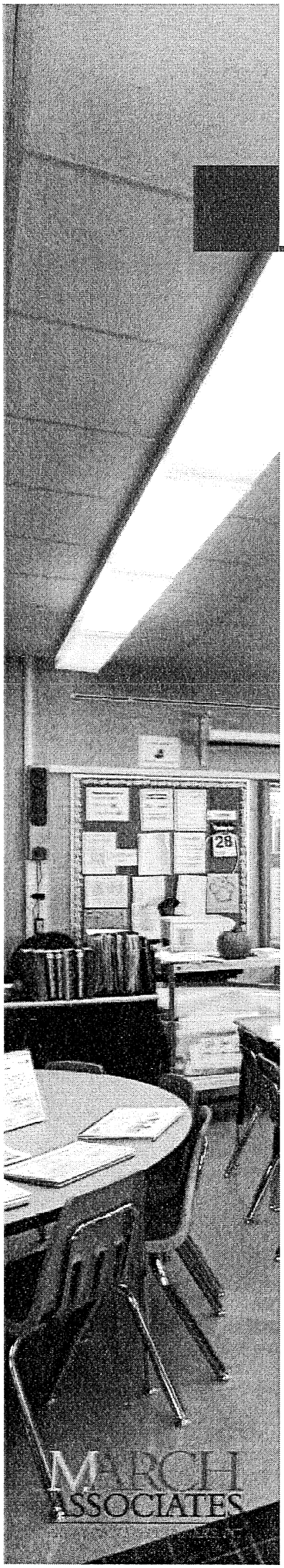
ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

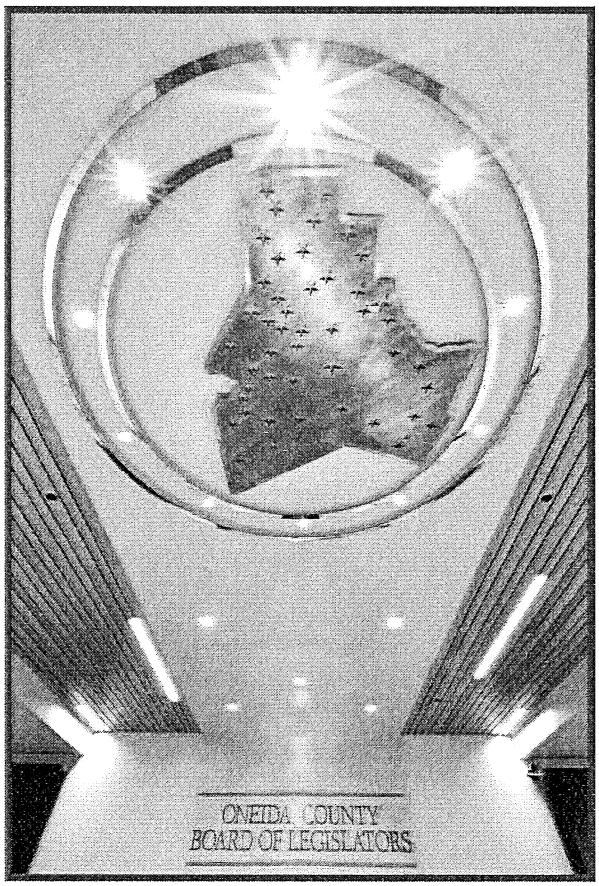
Required Forms/Fee Proposal



Required Forms

INCLUDED:

APPENDIX B	Non Collusion Certification
APPENDIX C	Corporate Resolution
APPENDIX D	Iran Divestment Act - Certification
APPENDIX E	Contractors Recycling and Solid Waste Management Certification Form for Oneida County Contracts
APPENDIX F	Statement on Sexual Harassment in Accordance with New York State Finance Law
APPENDIX G	Prohibition on Purchase of Tropical Hardwoods - Certification
APPENDIX H	Addendum No. 1 - Fee Proposal - with Hourly Rate Schedule



Oneida County Office Building
10th Floor Executive Suite

Appendix B
Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

a) By submission of this Bid, each bidder, and each person signing on behalf of any Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and

3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for restricting competition.

b) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

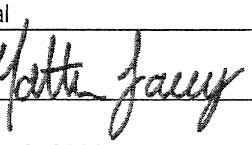
This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Matthew E. Lacey, AIA, LEED AP

Title: Principal

Signature: 

Date: February 2, 2023

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX C
CORPORATE RESOLUTION

It is hereby resolved that Matthew E. Lacey, AIA, LEED AP, Principal is authorized to sign the bid or proposal of this Corporation for the following project:

MOHAWK VALLEY COMMUNITY COLLEGE
SCIENCE AND TECHNOLOGY BUILDING ADDITIONS AND RENOVATIONS
1101 SHERMAN DRIVE, UTICA, NEW YORK

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:

MARCH Associates, Architects & Planners, PC

Corporation at a meeting of its Board of Directors on the 22nd day of January, 2021.

(Seal of Corporation)

(Secretary)

Matthew E. Lacey, Secretary

Appendix D
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

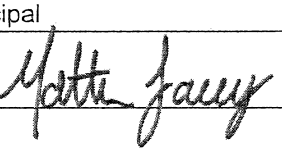
I certify under penalty of perjury that the foregoing is true.

Submitted By

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Matthew E. Lacey, AIA, LEED AP

Title: Principal

Signature: 

Date: February 2, 2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix E
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

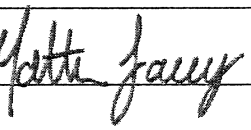
"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Matthew E. Lacey, AIA, LEED AP

Title: Principal

Signature: 

Date: February 2, 2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix F
Statement on Sexual Harassment in Accordance with New York State Law

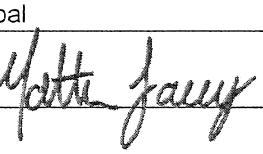
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Matthew E. Lacey, AIA, LEED AP

Title: Principal

Signature: 

Date: February 2, 2023

(SIGN AND RETURN WITH PROPOSAL)

Appendix G
PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:

a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or

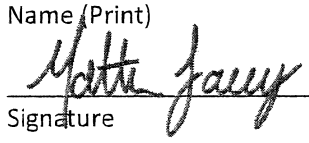
b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or

c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

Certification of the Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County

Matthew E. Lacey, AIA, LEED AP	Principal
Name (Print)	Title
	February 2, 2023
Signature	Date

SIGN AND RETURN WITH BID SHEET

Appendix H (Addendum No. 1)

Fee Proposal

We submit the following fee proposal for Professional Consulting Services to complete all services identified in the PROJECT DESCRIPTION and SCOPE OF SERVICES section of this Request for Proposal, upon the terms and conditions contained herein:

Pay Item 1, Basic Services		
1	$ *	Lump Sum Fee *SEE NOTES
1.1	$ 145.00	Hourly Rate, Principal Architect
1.2	$ 105.00	Hourly Rate, Architect
1.3	$ 70.00	Hourly Rate Designer
1.4	$ 65.00	Hourly Rate Clerical
1.5	$ 155.00	Hourly Rate Civil Engineer
1.6	$ 110.00	Hourly Rate Structural Engineer
1.7	$ 150.00	Hourly Rate Mechanical Engineer
1.8	$ 150.00	Hourly Rate Electrical Engineer
1.9	$ 50.00	Hourly Rate, Intern
1.10	$ 110.00	Hourly Rate, Inspector
Pay Item 2, On-Site Project Representation		
2.1	$ 100.00	Hourly Rate, On-Site Project Representative
2.2	$ 100.00	Overtime Hourly Rate, On-Site Project Representative
Pay Item 3, Asbestos Abatement Project Monitoring		
3.1	$ 60.00	Hourly Rate, Project Monitor
3.2	$ 69.00	Overtime Hourly Rate, Project Monitor
3.3	$ 12.00	Each, PLM Sample
3.4	$ 35.00	Each, TEM Sample
3.5	$ 11.00	Each, PCM Air Sample Standard TAT*
*- Unit price shall include all equipment, materials, and reporting.		

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

MARCH Associates, Architects & Planners, PC
(Legal Name of Person, Firm or Corporation)

Name: Matthew E. Lacey, AIA, LEED AP

Title: Principal

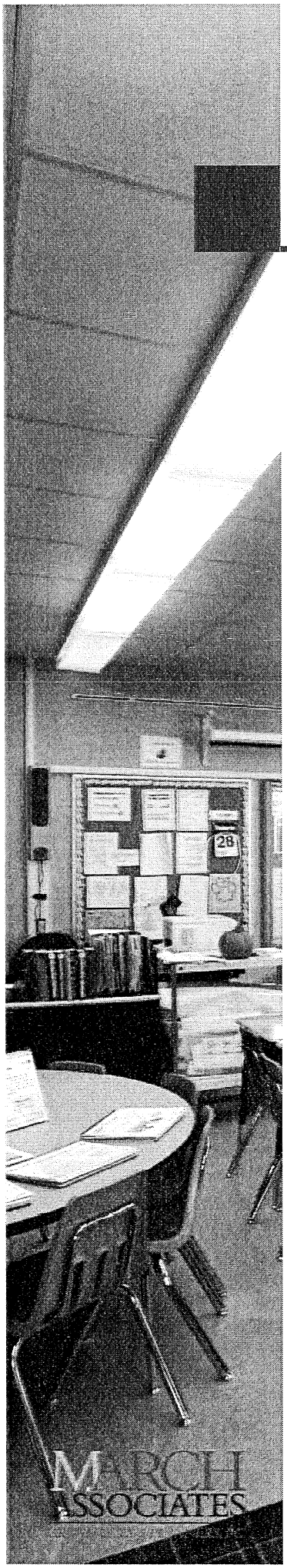
Signature:

Date: February 2, 2023

(SIGN AND RETURN WITH PROPOSAL)

NOTES:

1) Lump Sum Fee - See "Fee Proposal" attached.
2) ACM, LBP, PCB Survey & Report = $14,850.00
3) ACM Abatement Design, Development, Documents and Construction = $8,900.00
4) NYSDOL Variance = $1,800.00
5) 2023 Hourly Rate Schedule follows.



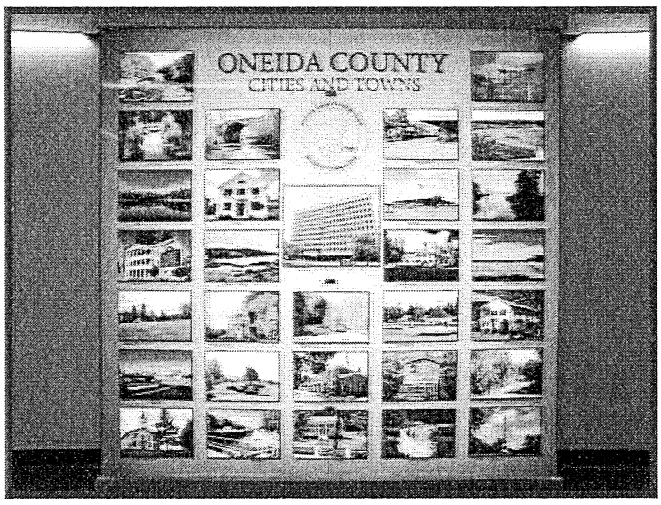
Fee Proposal

The schematic design fee was established using the State University Construction Fund (SUCF) Fee Schedule. It is our understanding the fee for the remaining design phases and construction phase will also be based on the SUCF Schedule. We also believe that a Complexity Factor of 60% should be applied to the Schedule of Fees.

The current SUCF Schedule of Fees and Complexity Factors are included.

We recommend/request that an Allowance of $35,000 be included for an updated topographic survey, soil borings and travel costs for Mitchell Giurgola. These items are all treated as Reimbursable Expenses under the typical SUCF Agreement.

MARCH Associates would convert our fee to a Lump Sum, based on the construction document phase cost estimate, if desired by the County.



Oneida County Office Building
10th Floor Executive Suite

PROJECT MEMORANDUM

MARCH ASSOCIATES
ARCHITECTS & PLANNERS, PC

258 Genesee Street, Suite 300 · Utica, New York 13502
315.733.3344 · marchassoc.com

To: Nicholas DiGennaro, Deputy Commissioner

From: Chris Crolius

Project: Oneida County
MVCC - Science and Technology Building
Additions & Renovations
MARCH No. 23000

Date: February 3, 2023

Re: Proposed Design Fee Breakdown

Nicholas, this memo is in response to your request to estimate our fee for the above referenced project.

Outlined below is our suggested fee breakdown for the project, which is based on the attached SUCF Fee Schedule.

CONSTRUCTION COST

Total Project Cost [(1)] $37,450,000.00
Construction Cost (80%) [(2)].....$29,960,000.00

DESIGN FEE CALCULATION

As indicated, we have assumed a complexity factor of 60% due to the project, including an addition, various specialty labs and extensive M/E/P renovations. SUCF allows up to 60% for a complexity factor for projects of this type/nature.

$29,960,000 - $3,500,000 = $26,460,000.00

$205,080 + ($26,460,000 x 4.70%) = $1,448,700.00

$1,448,700 x 1.60% = $2,317,920; SAY: $2,318,000.00

We propose to credit 75% of the fee earned for the Schematic Design. We are requesting the remaining 25% to update the Schematic Design:

$2,318,000 - ($149,540 x 75%) = $2,205,845.00

In addition to the design fee, reimbursable expenses will be billed at cost with no mark-up. At this time, we would suggest budgeting $35,000 to allow for an updated topographic survey, soil borings, as well as travel costs for Mitchell Giurgola.

NOTES

(1) Total cost per the RFP.

(2) Assumed that a portion of the soft cost will be contingency and be applied to construction costs. I utilized 5% at this time, the remaining 20% will cover other soft costs.

Please review this memo and if you have any questions or concerns, please do not hesitate to contact me.

attach. SUCF Fee Schedule

cc: Jim Braddock; Matt Lacey; MARCH file

CJC/dpl

SCHEDULE OF FEES

COST ESTIMATE OR CONSTRUCTION COST			BASIC FEE				ADJUSTMENT TO BASIC FEE
$ 0	to	$ 20,000			14.00%		
20,001	to	30,000	2,680	plus	10.50%	over 20,000	
30,001	to	40,000	3,840	plus	9.00%	over 30,000	
40,001	to	50,000	4,840	plus	8.25%	over 40,000	
50,001	to	70,000	6,000	plus	7.95%	over 50,000	
70,001	to	90,000	7,980	plus	7.60%	over 70,000	
90,001	to	110,000	9,800	plus	7.40%	over 90,000	
110,001	to	130,000	11,550	plus	7.30%	over 110,000	
130,001	to	150,000	13,180	plus	7.20%	over 130,000	
150,001	to	170,000	14,760	plus	7.15%	over 150,000	
170,001	to	190,000	16,180	plus	7.10%	over 170,000	
190,001	to	210,000	17,440	plus	7.05%	over 190,000	
210,001	to	230,000	18,720	plus	7.00%	over 210,000	
230,001	to	250,000	19,940	plus	6.95%	over 230,000	
250,001	to	300,000	21,360	plus	6.90%	over 250,000	
300,001	to	350,000	24,870	plus	6.85%	over 300,000	
350,001	to	400,000	28,280	plus	6.75%	over 350,000	BASIC FEE PLUS ____%
400,001	to	450,000	31,600	plus	6.65%	over 400,000	
450,001	to	500,000	34,730	plus	6.50%	over 450,000	
500,001	to	550,000	37,680	plus	6.40%	over 500,000	
550,001	to	600,000	40,440	plus	6.30%	over 550,000	
600,001	to	650,000	43,000	plus	6.20%	over 600,000	
650,001	to	700,000	45,500	plus	6.10%	over 650,000	
700,001	to	1,000,000	49,300	plus	6.00%	over 700,000	
1,000,001	to	1,500,000	68,000	plus	5.97%	over 1,000,000	
1,500,001	to	2,000,000	97,300	plus	5.85%	over 1,500,000	
2,000,001	to	2,500,000	125,830	plus	5.60%	over 2,000,000	
2,500,001	to	3,000,000	153,830	plus	5.25%	over 2,500,000	
3,000,001	to	3,500,000	180,080	plus	5.00%	over 3,000,000	
3,500,001	to	100,000,000	205,080	plus	4.70%	over 3,500,000	
100,000,001	or	over	To Be Negotiated				

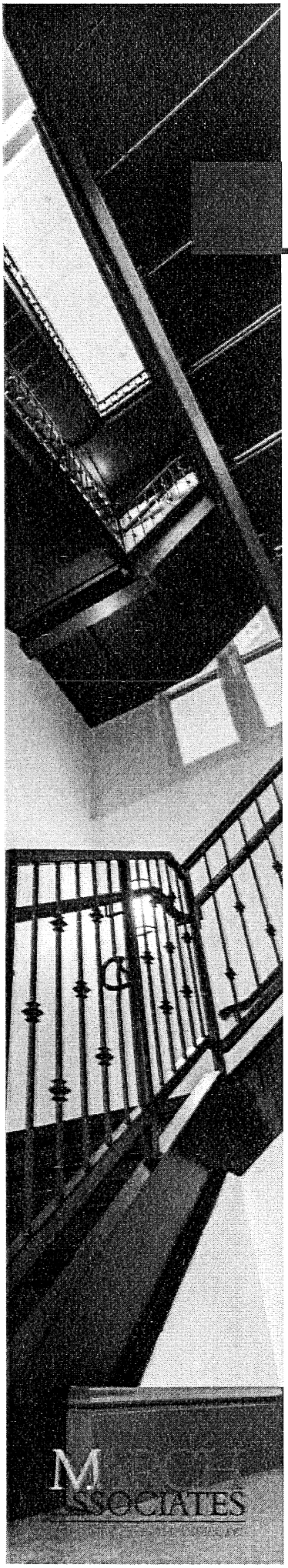
COMPLEXITY FACTORS

Project Type	Building / Project Type		Acceptable Complexity Factor Range*
Buildings with Rudimentary Building Systems	Parking Structures Storage Warehouses Tennis Court Enclosures Barns & Simple Agricultural Buildings	Vehicle Storage	Basic Fee + 0% to + 20%
Buildings with Normal Amount of Repetition	Special Agricultural Bldgs (Equipment Oriented) Dormitories	Maintenance Shops Service Buildings	Basic Fee +10% to + 30%
Buildings with Little or No Repetition	Dining Halls [1] Libraries Lecture Hall Centers Field Houses Stadiums	Administration / Office Buildings Infirmaries Swimming Pools Health & Physical Education Buildings Volatile Storage Buildings Hazardous Waste Buildings Vocational Shop Buildings	Basic Fee + 20% to + 40%
Buildings with Little or No Repetition Containing Specialized Facilities	Auditoriums Concert Halls Greenhouses Professional Schools (Architectural, Law, etc.) Engineering Laboratories [2]	Computer Centers Music and Dance Studios Film - TV Media Studies Buildings Composite Academic Buildings Student Unions Social Science Laboratories [2]	Basic Fee + 30% to + 50%
Buildings with Complex, Multi-Department Programs and High Technology Mechanical/Electrical Systems	University Hospitals Veterinary Science and Animal Hospitals Science Research Laboratories Basic and Clinical Science Buildings	Fine Arts Buildings Museums and Galleries Theaters	Basic Fee + 40% to + 60%
Rehabilitation Projects – Civil and Landscape			Basic Fee + 10% to + 40%
Rehabilitation Projects- Interior alterations			Basic Fee + 50% to + 60%
Rehabilitation Projects – Exterior rehabilitation			Basic Fee + 50% to + 60%
Rehabilitation Projects – Roofs			Basic Fee + 10% to + 50%
Rehabilitation Projects – Building MEP systems			Basic Fee + 50% to + 60%

* Other factors affecting complexity may be campus committee structure that requires more design meetings, accelerated schedule, and / or special staffing for design phase activities. These other factors shall be justified on a case by case basis.

Notes: 1. Dining Halls moved from second row to third row since they have become more complex with multiple vendor stations and various styles of seating and atmosphere.

2. Engineering Laboratories and Social Science Laboratories moved from third row to fourth row since they are increasingly research oriented with specialized labs and simulated environments.



Hourly Rate Schedule

2023 HOURLY BILLING RATES

MARCH Associates	
Founding Principal	$200.00
Principals	$145.00
Consulting Architect	$130.00
Associate	$125.00
Architect	$105.00
Designer III	$75.00
Designer II	$70.00
Designer I	$65.00
Intern	$50.00
Administrative II	$80.00
Administrative I	$65.00
Mitchell Giurgola Architects	
Principal / Partner-In-Charge	$295.00
Associate	$226.00
Senior Architect	$175.00
Project Manager	$155.00
Architect	$120.00
Junior Architect	$97.00
Specifications Writer	$158.00
Interactive Engineering Solutions (IES)	
Principal/Sr. Professional Engineer	$110.00
Sr. Designer/Cad Operator	$80.00
Jr. Designer/Cad Operator	$60.00
Administrative	$40.00
Towne Engineering	
Principal	$170.00
Designer I	$150.00
Designer II	$100.00
Administrative Assistant	$60.00
Appel Osborne Landscape Architecture	
Partners-In-Charge	$155.00
Consulting Engineer	$155.00
Associates/Licensed Project Managers	$105.00
Project Managers	$95.00
Project Designers	$80.00
Office Management/Marketing Manager	$75.00
Administrative Assistant	$60.00
Barton & Loguidice	
Senior Vice President	$232.00
Vice President	$227.00
Sr. Managing Industrial Hygienist/Asbestos Designer	$175.00
Staff Industrial Hygienist/Asbestos Inspector	$100.00
Lead Inspector/Risk Assessor	$110.00
IH I/Asbestos Inspector	$76.00
Industrial Hygienist I	$72.00
Sr. CADD Designer	$82.00
Sr. Group Technical Assistant	$55.00

Phone: (315)731-7206

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2023

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 The Burns Agency PO Box 363, 29 West Park Row Clinton, NY 13323 License #: PC-614584	CONTACT NAME: Wendy P. Lawlor PHONE (A/C, No, Ext): (315)853-5052 FAX (A/C, No): (315)853-6356 E-MAIL ADDRESS: wplawlor@burnsagency.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Ins Co of the Midwest		30104
INSURED March Associates Architects & Planners, PC 258 Genesee Street Ste 300 Utica, NY 13502	INSURER B : Prop & Cas Ins Co of Hartford		34690
	INSURER C : ShelterPoint Life Insurance Company		81434
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: 00001353-2475679 REVISION NUMBER: 29

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY	Y		01SBAAU1H2P	04/02/2023	04/02/2024	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			01SBAAU1H2P	04/02/2023	04/02/2024	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			01SBAAU1H2P	04/02/2023	04/02/2024	EACH OCCURRENCE	$	4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	4,000,000
	DED X RETENTION $ 10,000							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N / A		01WECDQ1483	04/02/2023	04/02/2024	X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	NY State DBL/PFL			DBL-175082	01/01/2023	01/01/2024	statutory		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Architectural Firm - Certificate holder is included as Additional Insured on a primary, non-contributory basis to the General Liability policy with Waiver of Subrogation, when required by contract - see forms SL30421018 & SL00001018 . See coverage form SL02311018 for Hired & Non-owned Auto vicarious liability. See coverage form SU00021018 for Additional Insured on Umbrella Liability when required by contract. See coverage form SL90131018 for 30-day notice of cancellation.

CERTIFICATE HOLDER	CANCELLATION
Oneida County 800 Park Ave Utica, NY 13501	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 Wendy P. Lawlor (WPL)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ervin A Kranberg	
Professional Liability Brokers & Consultants Inc. 175 E. Hawthorn Parkway Suite #310 Vernon Hills,IL 60061	PHONE (A/C, No, Ext): 847-816-4480	FAX (A/C, No): 847-816-4484
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company (CNA) AM Best A+	20443
INSURED MARCH Associates, Architects & Planners, PC 258 Genesee Street Suite 300 Utica, NY 13502	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional & Pollution Incident Liability			AEH-114099022	07/01/2023	07/01/2024	$5,000,000 Each Claim	$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Oneida County 800 Park Avenue Utica, NY 13501	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 Ervin A. Kranberg

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ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MATTHEW S. BAISLEY
Commissioner

August 25, 2023

FN 20 23-324

PUBLIC WORKS

WAYS & MEANS

Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Dear County Executive Picente,

Oneida County currently leases 15,000 square feet of office space from ADRON BUILDING, L.L.C. for County office space on the 4th and 5th floors of the Adirondack Bank Building located at 181 Genesee St, Utica. The Public Health Department currently occupies that space. The current lease is set to expire at the end of September and the County wishes to renew.

Enclosed is an Addendum to the current lease agreement for the above mentioned office space. The term is for three (3) years beginning October 1, 2023, with monthly rent in the amount of $13,000.00. If this Addendum is acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Sincerely,

Matthew S. Baisley
Matthew S. Baisley
Commissioner

Enclosures

RECEIVED
AUG 30 2023

Reviewed and Approved for submittal to the
Oneida County Board of Legislator by

Anthony J. Picente, Jr.
County Executive

Date 8-30-23

Oneida Co. Department: Public Works

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	___X___

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: ADRON BUILDING, L.L.C.
185 Genesee Street
Utica, New York 13501

Title of Activity or Service: Lease of Office Space

Proposed Dates of Operation: October 1, 2023 to December 31, 2025

Client Population/Number to be Served:

Summary Statements

1) **Narrative Description of Proposed Services:** This addendum extends the current lease for office space in the Adirondack Bank building for twenty-seven months, with an option to renew for an additional year term with a three percent (3%) annual increase. Monthly rent is based on a rate of $13,000.00 or $156,000.00 annually.

2) **Program/Service Objectives and Outcomes:** N/A

3) **Program Design and Staffing:** N/A

Total Funding Requested: $351,000.00 **Account #A4010.417**
(Per a base rent of $156,000.00 annual)

Oneida County Dept. Funding Recommendation: $351,000.00

Proposed Funding Sources (Federal $/State $/County $): County $

Cost Per Client Served: N/A

Past Performance Data: The County has leased space in the Adirondack Bank building for over a decade.

O.C. Department Staff Comments:

SECOND ADDENDUM TO LEASE AGREEMENT

THIS SECOND ADDENDUM TO LEASE AGREEMENT ("Second Addendum") is made and entered into as of Aug 16, 2023 by and between ADRON BUILDING, L.L.C., a New York limited liability company, having an address of 185 Genesee Street, Utica, New York 13501 ("Landlord") and the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Ave., Utica, New York 13501 ("Tenant"). Landlord and Tenant are each a "Party," and are collectively, the "Parties."

RECITALS:

WHEREAS, the Parties executed a Lease Agreement, for the initial term of October 1, 2013 through September 30, 2017, for the lease of space on the fourth and fifth floors of the building at 185 Genesee Street, Utica, New York 13501, a copy of which is annexed as Exhibit A (the "Lease Agreement"); and

WHEREAS, the Parties renewed the Lease Agreement for renewal terms of October 1, 2017 through September 30, 2018; October 1, 2018 through September 30, 2019; and October 1, 2019 through September 30, 2020; and

WHEREAS, the Parties executed an Addendum to Lease of Premises, dated October 1, 2020, extending the Lease Agreement for the term of October 1, 2020 through September 30, 2023 and increasing the monthly rent payable to Landlord, while leaving unchanged all other terms and conditions of the Lease Agreement, a copy of which is annexed as Exhibit B; and

WHEREAS, the Lease Agreement, as extended, shall expire on September 30, 2023, and the Parties wish to amend the Lease Agreement to again extend its term and to increase the monthly rent payable to Landlord.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth in this Second Addendum, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Lease Agreement as follows:

1. Section 2.01 Term: The Lease Agreement shall be extended for an additional term commencing October 1, 2023 and expiring December 31, 2025 ("Term"), unless otherwise terminated by the Parties.

2. Section 2.02 Option Term: Landlord grants Tenant an option to renew the Lease Agreement for an additional term of one (1) year commencing January 1, 2026 and expiring December 31, 2026 (the "Option Term"), upon the same terms and conditions as provided in the Lease Agreement. Tenant must give Landlord written notice of its intention to renew at least one hundred eighty (180) days prior to the expiration of the Term.

3. Section 3.01 Rent: The base rent due from Tenant to Landlord commencing October 1, 2023 through the expiration of the Term on December 31, 2025, shall be One Hundred Fifty-Six Thousand and 00/100 Dollars ($156,000.00) annually, payable in equal monthly installments, in advance, on the first day of each calendar month during the Term in the amount of Thirteen Thousand and 00/100 Dollars ($13,000.00). For the sake of clarity, the rent payable for the partial year from October 1, 2023 through December 31, 2023 shall be Thirty-Nine Thousand and 00/100 Dollars ($39,000), payable in payable in equal monthly installments, in advance, on the first day of each calendar month during the Term in the amount of Thirteen Thousand and 00/100 Dollars ($13,000.00).

4. Section 3.02 Rent upon Renewal: If Tenant exercises its option to renew the Lease Agreement in accordance with Section 2.02 in the Lease Agreement as amended hereby, during the renewal period commencing January 1, 2026, the base rent due from Tenant to Landlord shall increase Three and 00/100 percent (3.00%) from the annual rent due during the Term as defined herein through the expiration of the Option Term.

5. Except as amended by this Second Addendum, the Lease Agreement and all provisions thereof shall remain in full force and effect.

6. This Second Addendum is binding on and will inure to the benefit of the Parties, their successors and their permitted assigns.

7. This Second Addendum and the terms of the Lease Agreement shall only be modified in writing signed by both Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Amendment effective the date and year set forth below.

LANDLORD:

ADRON Building, L.L.C.

By:_____
Name: Harold T. Clark
Title: Managing Member

TENANT:

County of Oneida

By:_____
Name: Anthony J. Picente, Jr.
Title: County Executive

Approved:

_____
Andrew Dean, Esq.
Assistant County Attorney

LEASE AGREEMENT

This Lease Agreement dated ____ day of _____, 2013, made by and between the ADRON BUILDING, LLC, a limited liability corporation organized and existing under the laws of the State of New York, with offices located at 185 Genesee Street, Utica, New York, 13501 ("Landlord") and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with office located at 800 Park Avenue, Utica, New York, 13501 ("Tenant")

WITNESSETH

Landlord and Tenant, for the consideration herein stated, hereby covenant and agree as follows:

ARTICLE 1.00 DEMISE AND PREMISES

Section 1.01 Demise. Landlord leases to Tenant and Tenant leases from Landlord a total of 15,000 usable square feet of space (9,500 sq. ft. on the 5th floor and 5,500 sq. ft. on the 4th floor) ("Premises") located in the building known and numbered as 185 Genesee Street, Utica, New York ("Building"), together with all facilities and common areas which serve the Building, including parking areas serving the Building, and together with all appurtenances, rights, privileges and easements in or pertaining to the Building, including such entrance ways, driveways and hallways as may exist in and about the Building.

ARTICLE 2.00 LEASE TERM/OPTION TERM/USE

Section 2.01 Term. The initial term of this Lease Agreement ("Original Term") shall commence on October 1, 2013 ("Commencement Date") The Original Term shall expire, unless sooner terminated or extended, four (4) years from the Commencement Date. ("Expiration Date").

Section 2.02 Option Terms. Landlord grants to the Tenant an Option to Renew this Lease Agreement for a term of three (3) one (1) year terms commencing on October 1, 2017, upon the same terms and conditions as provided in this Lease Agreement. Tenant must give the Landlord written notice of its intention to renew at least one hundred eighty (180) days prior to the expiration of the Original Term of this Lease Agreement.

Section 2.03 Use of Premises. The Premises may be occupied and used by Tenant for the purpose of conducting therein the business of various departments of County government and all other incidental and accessory activities, including offices.

ARTICLE 3.00 RENT

Section 3.01 Rent. Tenant shall pay to the Landlord annual rent ("Rent") at the blended rate of Nine and 27/100 Dollars ($9.27) per square foot for a total annual rent of One Hundred Thirty Nine Thousand Fifty and 00/100 ($139,050.00) Dollars, payable in equal monthly installments, in advance, on the first day of each calendar month during the Term in the amount of Eleven Thousand Five Hundred Eighty Seven and 50/100 ($11,587.50) Dollars.

Section 3.02 Rent upon Renewal. If Tenant exercises its option to renew the lease in accordance with Paragraph 2.02, then the rent beginning on October 1, 2017, shall include an increase of three (3%) from the rent specified in Section 3.01. This rent shall only increase on October 1, 2017, and remain the same

for the remainder of the renewal periods and options, even if Tenant desires to exercise all of its options under Paragraph 2.02

ARTICLE 4.00 TAXES

Section 4.01 Taxes. Landlord shall pay when due all Taxes (hereinafter defined) relating to the Building, the parking areas serving the Building and the real property upon which the Building is located. "Taxes" shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon the Building, the parking areas serving the Building and the real property upon which the Building is located.

ARTICLE 5.00 INTENTIONALLY OMITTED.

ARTICLE 6.00 UTILITIES AND JANITORIAL

Section 6.01 Utilities and Janitorial. Tenant, at Tenant's expense, shall contract for and provide janitorial services, including waste removal, for the Premises. Landlord shall provide access to the Premises for the performance of such janitorial services. Landlord, at its expense, shall pay the appropriate utility company before delinquency, all costs relating to the consumption of utilities by the Tenant on the Premises, including gas, electric and water.

Section 6.02 Tenant's responsibility. Tenant shall be responsible for the installation and maintenance of all necessary telephone, data and cable services to the Premises. Landlord shall make space available at appropriate locations within or on the Building for the installation of land-line or wireless connections for such telephone, data and cable services. Landlord shall be responsible only for providing, terminating and certifying CAT 6 cabling which forms the infrastructure for the Tenant's installation of telephone, data and cable services.

ARTICLE 7.00 LANDLORD'S REPAIR, MAINTENANCE AND SERVICE OBLIGATIONS

Section 7.01 Landlord's Obligations. Landlord, at its expense, shall maintain, clean, repair, replace and restore the exterior portions of the Premises and the Building, the common areas of the Building, the parking areas serving the Building, the real property on which the Building is located and the interior structural portions of the Premises, including , but not limited to the interior and exterior structural components of the Building (whether above or below ground level), the mechanical systems serving the Building and Premises (including the heating system, ventilating system, air conditioning system, plumbing system and electrical system), the foundation, the curbing, the sidewalks, the stairs, the walls, the elevators, the windows, the doors, the fixtures, the appurtenances, the equipment and the roof of the Building. If damage to the Premises is occasioned by the negligent or willful acts or omissions of the Tenant, Tenant's agents, employees or invitees, or failure of the Tenant to perform or comply with any terms, conditions or covenants of this Lease Agreement, then the damage shall be repaired by Landlord at Tenant's expense to the extent that the Landlord shall not have been reimbursed for such damage by insurance.

Section 7.02 Services. Landlord shall provide such heat, ventilating and air conditioning as is necessary for the normal operation of Tenant's business and shall use its best efforts to remedy diligently any interruption, failure or delay in the furnishing of these services to Tenant which Landlord is obligated to repair, restore, replace or maintain pursuant to Section 7.01 hereof.

Section 7.03 Miscellaneous Services. Landlord shall reserve for Tenant's exclusive use seventy five (75) parking spaces in the parking garage formerly known as the "Boston Store Parking Garage". Additionally, Landlord shall provide three (3) dedicated parking spaces in the Landlord parking lot immediately to the rear of the Building. Landlord shall provide window cleaning services quarterly. Landlord shall provide reasonable weekend and nighttime access to the Building as required by Tenant.

ARTICLE 8.00 ALTERATIONS

Section 8.01 Alterations. Except as set forth herein, Tenant shall not make or contract to be made any structural alterations (including signage), additions or improvements (collectively "Alterations") to the Premises, or any part of the Premises, without first obtaining Landlord's written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may make any and all non-structural alterations to the Premises without the consent of the Landlord. All Alterations shall, except as set forth otherwise in this Lease Agreement, become the property of the Landlord at the expiration or termination of the Term herein.

ARTICLE 9.00 END OF TERM

Section 9.01 End of Term. Upon the expiration or earlier termination of the Term:

(a) Tenant shall promptly quit and surrender the Premises broom clean, in good order and repair, ordinary wear and tear and damage by fire or other casualty excepted.

(b) Tenant may remove any County equipment, personal property and trade fixtures provided that Tenant repairs any damage to the Premises caused by such removal.

(d) All Alterations, equipment, personal property and trade fixtures not so removed by the Tenant within thirty (30) days of the expiration or earlier termination of the Term herein shall become part of the Building and shall be deemed to be abandoned by the Tenant.

ARTICLE 10.00 MECHANIC'S LIENS

Section 10.01 Mechanic's Liens. Tenant shall pay or cause to be paid all costs and charges for work done by Tenant or caused to be done by Tenant in or to the Premises, and for all materials furnished for or in connection with such work. If any lien is filed against the Premises, or any part of the Building, Tenant shall cause such lien to be discharged of record, by bond, payment of money into court or otherwise, within thirty (30) days of Tenant's receipt of notice of the filing of the notice of lien for same.

Section 10.02 Limitation of Liability. Notwithstanding anything in this Lease Agreement to the contrary, in the event that the Landlord, or contractors employed by the Landlord, shall perform work at or upon the Premises, the payment of which is the Tenant's responsibility under this Lease, upon payment of the Landlord's statement therefor, Tenant shall be relieved of all liability to Landlord pursuant to this Article 10.00.

ARTICLE 11.00 INSURANCE/WAIVER OF SUBROGATION

Section 11.01 Landlord's Insurance.

(a) Landlord shall maintain property (casualty) insurance on the Building for the full replacement value (without deducting depreciation) thereof, which policy shall insure against loss or damage by perils customarily included under standard "all-risk" policies, and

(b) Landlord shall maintain for the mutual benefit of Landlord and Tenant, as their interests may appear, comprehensive general liability insurance against claims for death, personal injury and property damage, occurring upon, in or about the common areas of the Building. Such insurance shall name Tenant as an additional insured and shall be carried in a minimum amount of not less than One Million ($1,000,000.) Dollars for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Five Hundred Thousand ($500,000.) Dollars for property damage in any one occurrence.

Section 11.02 Tenant's Insurance. Tenant shall maintain for the mutual benefit of the Landlord and Tenant, as their interests may appear, comprehensive general liability insurance against claims for death, personal injury or property damage occurring upon, in or about the Premises. Such insurance shall name the Landlord as an additional insured and shall be carried in the minimum amount of not less than One Million ($1,000,000.) Dollars for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Five Hundred Thousand ($500,000.) Dollars for property damage in any one occurrence. Certificates of insurance or self-insurance shall be furnished to the landlord before the Commencement Date.

Section 11.03 Waiver of Subrogation.

(a) Each party (the "damaged party") hereby releases the other party (the "other party") from any liability to the damaged party arising out of any casualty or other loss included within a standard all-risk insurance policy even if such damage is the result of the fault or negligence of the other party; provided, however, that if the damage is covered by an insurance policy actually maintained by the damaged party and the release provided by this sentence would invalidate or be in conflict with such policy and such policy was purchased by the damaged party in compliance with the requirements of subparagraph (b) below, then such release shall not apply to the damage covered by such policy.

(b) No party (the "procuring party") shall obtain or accept any insurance policy or coverage which would be invalidated by or would conflict with the release provided for in subparagraph (a) above (a "policy with waiver") unless a policy which would not be so invalidated and would not conflict with such release (a "policy without waiver")

(1) is unobtainable and the procuring party has so notified the other party, or (b) No party (the "procuring party") shall obtain or accept any insurance policy or coverage which would be invalidated by or would conflict with the release provided for in subparagraph (a) above (a "policy with waiver") unless a policy which would not be so invalidated and would not conflict with such release (a "policy without waiver")

(2) is obtainable but only at a premium in excess of that payable for a policy with waiver and the procuring party has so notified the other party (including in its notice a statement of the amount of the additional premium) and the other party within thirty (30) days of receipt of such notice fails to offer to pay the difference for such additional premium.

ARTICLE 12.00 INDEMNIFICATION

Section 12.01 Reciprocal Indemnification. Each party hereto (an "indemnifying party") shall indemnify and hold harmless the other and the other's partners, directors, officers, agents and employees from and against any claims for death, personal injury or property damage arising out of acts, omissions or negligence of the indemnifying party. This indemnification shall include all costs, expenses and liabilities incurred in connection with any such claim, including, but not limited to, reasonable attorney's fees (to and through appellate proceedings).

ARTICLE 13.00 DAMAGE AND DESTRUCTION

Section 13.01 Damage and Destruction. If the Premises or the Building are damaged by fire or other casualty, Landlord shall promptly give Tenant written notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion.

(a) If the Premises or the Building are damaged by fire or other casualty to an extent which may be repaired within one hundred twenty (120) days after the date of the damage, as reasonably determined by the Landlord, Landlord shall repair the damage within the one hundred twenty (120) day period. In that event, this Lease Agreement shall continue in full force and effect except that the Rent shall be abated on a pro rata basis, from the date of the damage until the date of the completion of such repairs, based on the rentable area of the Premises the Tenant is deprived of using.

(b) If the Premises or the Building are damaged by fire or other casualty to an extent which may not be repaired within one hundred twenty (120) days after the damage, as reasonably determined by the Landlord, then either Landlord or Tenant may cancel this Lease Agreement as of the date of such damage by written notice to the other.

(c) If Landlord shall not have completed the repair of the Premises within the period provided for herein, Tenant shall have the right to cancel this Lease Agreement as of the date of the damage by written notice to the Landlord.

(d) Any Rent paid by the Tenant for a period beyond the date of the termination of the Lease Agreement or for any period of abatement shall be refunded by the Landlord to the Tenant within thirty (30) days of the written notice of termination.

(e) The provisions of this Article 13.00 shall be considered an express agreement governing in case of damage to or destruction of the Building or Premises by fire or other casualty, and any other law, now or hereafter in force, which is inconsistent with the provisions of this Article 13.00 shall not apply.

ARTICLE 14.00 ENTRY BY LANDLORD

Section 14.01 Entry by Landlord. Landlord and Landlord's agents, employees, contractors, prospective purchasers, mortgagees and, during the last one hundred eighty (180) days of the Term, prospective tenants, shall have the right to enter the Premises at reasonable hours upon notice to the Tenant for the purpose of inspecting the same and, further, Landlord, Landlord's agents, employees and contractor shall have the right to enter the Premises at reasonable hours upon notice to the Tenant or at any time without notice in the case of an emergency for the purpose of making repairs to the Premises or Building and their mechanical systems and for the purpose of performing the services required to be performed by the Landlord pursuant to the terms hereof; provided, however, that any such right of entry shall be subject to

such security regulations or procedures as may reasonably be imposed by the Tenant or any governmental authority having jurisdiction thereof; and provided further that in each case the Landlord shall use its best efforts to minimize the disturbance to Tenant and to protect the Tenant's Alterations, equipment, trade fixtures and personal property. Landlord shall also use its best efforts to minimize any disturbance caused by Landlord's repairs in other parts of the Building. During the conduct of and immediately after the completion of any such repairs, Landlord shall clean the Premises and the common areas and shall remove any debris therefrom.

Section 14.02 Limitation of Entry. Notwithstanding anything in this Lease Agreement to the contrary, Landlord's right of entry shall in no case (save for a case of emergency, and then only to the extent necessitated by the emergency) extend to vaults, locked cabinets, closets or other enclosed/locked portions of the Premises where money or other valuable or confidential documents are kept.

ARTICLE 15.00 QUIET ENJOYMENT

Section 15.01 Quiet Enjoyment. Landlord covenants and agrees with Tenant that, as long as the Tenant pays the Rent and observes, performs and meets all of the terms, covenants and conditions of this Lease Agreement, Tenant may peaceably and quietly enjoy the Premises. Tenant's possession of the Premises shall not be disturbed by anyone claiming by, through or under the Landlord.

ARTICLE 16.00 EFFECT OF SALE

Section 16.01 Effect of sale. A sale or conveyance of the Building or the real property upon which it is located shall not operate to release Landlord from those liabilities which arose prior to the date of such sale or conveyance. This Lease Agreement shall not be affected by any such sale or conveyance and Tenant shall attorn to Landlord's successor in interest to this lease Agreement.

ARTICLE 17.00 DEFAULT BY TENANT

Section 17.01 Default by Tenant: Remedies. Any one of the following shall be deemed a default by the Tenant ("Default"):

(a) if Tenant fails to pay Rent or other money due hereunder within five (5) business days after the Tenant has received written notice form the Landlord that the Rent is past due;

(b) if Tenant fails to perform or observe any agreement or condition on its part to be performed or observed hereunder (other than failure to pay Rent or other money) and such failure is not remedied within thirty (30) days after Tenant receives written notice from the Landlord, but if such non-monetary default is not susceptible to cure within a thirty (30) day period, then Tenant shall not be in default if Tenant takes reasonable steps to commence a cure and diligently completes such cure within a reasonable time after receiving Landlord's written notice.

(c) In the case of re-entry of the Premises by legal proceedings or the termination of this Lease Agreement by the Landlord in accordance with the terms hereof, Tenant shall be liable to the Landlord for the following reasonable expenses:

(i) legal fees in obtaining possession of the Premises;

(ii) brokerage commissions in obtaining another tenant and

(iii) expenses incurred in putting the Premises in good order for reletting. Tenant shall remain liable to the Landlord for all Rent and other charges required to be paid up to the time of such re-entry or termination. For each month of the period which would otherwise have constituted the balance of the Term, or and exercised Option Term, Tenant shall pay any deficiency between the monthly installment of Rent for the month in question, less the net amount, if any, of the Rents actually collected by Landlord from a new tenant. Landlord may relet the Premises, or any part thereof, for a term that may be less or more than the period which would have constituted the balance of the Tenant's Term. Landlord shall make a good faith effort to relet the Premises in order to mitigate damages. All monies collected from any reletting shall be applied first to the foregoing expenses and damages of landlord and then to the Payment of Rent and other payments due from Tenant to Landlord hereunder.

(d) Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by either against the other respecting matters arising out of or in any way connected with this Lease Agreement.

ARTICLE 18.00 DEFAULT BY LANDLORD

Section 18.01 Default and Notice. Landlord shall be in default hereunder if Landlord fails to perform or observe any term, covenant condition or obligation under this Lease Agreement within thirty (30) days (except in the event of an emergency) after Landlord receives written notice from Tenant specifically describing such failure. However, if any matter is not susceptible to being cured within such thirty (30) day period and Landlord commences to cure within the thirty (30) day period and proceeds with due diligence to complete such cure, then the Landlord shall not be in default.

Section 18.02 Tenant's Right to Cure. If Landlord shall default in the performance of any term, covenant or obligation required to be performed by Landlord hereunder, then the Tenant may, but shall not be obligated to, remedy such default at Landlord's expense.

ARTICLE 19.00 ASSIGNMENT AND SUBLETTING

Section 19.01 Consent Required. Except as set forth below, Tenant shall not sell, assign, mortgage, pledge or in any manner transfer its obligations or interests under this Lease Agreement. Tenant shall not sublet all or any part of the Premises without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 20.00 NOTICES

Section 20.01 Notices.

(a) All notices from Tenant to Landlord required or permitted hereunder shall be directed as follows:

Joan Grande
Adron Bldg LLC
185 Genesee Street, 15th Floor
Utica, New York, 13501

(b) All Notices from Landlord to Tenant required or permitted hereunder shall be directed as follows:

County of Oneida
Office of the Commissioner of Public Works
6000 Airport Road
Oriskany, New York, 13424

With a copy to:

County Attorney
Oneida County
800 Park Avenue
Utica, New York, 13501

(c) All Notices given hereunder by either party shall be in writing and sent by registered mail, return receipt requested, postage prepaid, or sent via recognized next day air, express or courier service addressed to the party intended to be notified at the address indicated above. Either party may, at any time or from time to time, notify the other party in writing of a substitute address for that given above and, thereafter, all such notices shall be directed to the substitute address.

Section 20.02 Attorneys. The parties hereto authorize their attorneys to send out notices pursuant to this Lease Agreement with the full authority as if sent by the party.

ARTICLE 21.00 COMPLIANCE WITH LAW

Section 21.01 Compliance with Law.

(a) Tenant, at its expense, shall comply with all statutes, codes, ordinances, rules, orders, regulations and requirements of federal, state and local governments (collectively "Laws") applicable to Tenant's use of the Premises.

(b) Landlord, at its expense, shall comply with all Laws applicable to the Premises and the Building, the parking areas serving the Building and the real property upon which the Building is located, including, but not limited to, the Americans with Disabilities Act of 1990.

Section 22.01 Compliance with Environmental Laws. Tenant and Landlord each shall comply with all environmental laws, including all federal, state and local laws, statutes, ordinances, rules, regulations, orders, codes, decrees and requirements relating to the use, storage, treatment, transportation, manufacture, refinement, handling, production and/ or disposal of petroleum products, hazardous wastes or toxic substances ("Environmental Laws")

Section 22.02 Representations and warranties. Landlord and Tenant represent and warrant to the other the following:

(a) Neither Landlord or Tenant (nor any person acting on their behalf) shall use, store, treat, transport, manufacture, refine, handle or produce any hazardous waste, toxic substance or petroleum product on or about the Premises or Building in any manner which would cause a violation of any applicable Environmental law;

(b) Neither Landlord or Tenant (nor any person acting on their behalf) shall permit or cause to permit the Premises or Building to be used in violation of any Environmental law;

(c) Neither Landlord or Tenant (nor any person acting on their behalf) shall at any time dispose of any hazardous waste, toxic substance or petroleum product at or about the Premises or the Building;

(d) Neither Landlord or Tenant (nor any person acting on their behalf) shall create or cause to create any condition at or about the Premises or Building which could subject Tenant or Landlord to any liability for a remedial action or any other environmental clean-up of any kind or description.

Section 22.03 Indemnification. Each party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other party from and against any and all liabilities, claims, demands, penalties, expenditures, damages, losses and expenses including, but not limited to, all costs of investigation, monitoring, legal representation, remediation and response, which may be or, in the future be required to be, undertaken, suffered, paid, awarded, assessed or otherwise incurred by the other party as a result of the Indemnifying Party causing the release or threatened release of a hazardous waste, toxic substance or petroleum product on, in, about or under the Premises or Building.

Section 22.04 Survival. The representations, warranties, obligations and liabilities under this Article 22.00 shall survive the termination or expiration of this Lease Agreement.

ARTICLE 23.00 MISCELLANEOUS

Section 23. 01 Waiver. No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of Rent by Landlord shall not be deemed as a waiver of earlier breach by Tenant of any term, covenant or condition, regardless of Landlord's knowledge of such breach when such Rent is accepted. No term, covenant or condition of this Lease Agreement shall be deemed waived by Landlord or Tenant unless waived in writing.

Section 23.02 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between the landlord and tenant respecting the subject matter hereof other than as set forth herein. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon the Landlord or Tenant unless it is in writing and signed by both parties.

Section 23.03 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, war or other reason not the fault of the party delayed in performing work or doing acts required under this Lease Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of the delay.

Section 23.04 Partial invalidity. If any provision of this Lease Agreement or the application thereof to any person or circumstance shall to any extent be deemed or declared invalid or unenforceable, the remainder of the Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of the Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 23.05 Applicable Law. This Lease Agreement shall be construed under the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease Agreement as of the date and year first above written.

LANDLORD:
Adron Bldg, LLC

By: Harold T. Clark
Its: Manager

TENANT
County of Oneida

By: Anthony J. Picente, Jr.
Its: Oneida County Executive

Approved as to Form Only

Oneida County Attorney's Office

ADDENDUM TO LEASE OF PREMISES

THIS ADDENDUM TO LEASE dated this 1st day of October 2020, made by and between the **ADRON BUILDING, L.L.C.**, a domestic limited liability corporation organized and existing under the laws of the State of New York, with offices located at 185 Genesee Street, Utica, New York 13501 ("Landlord") and the **COUNTY OF ONEIDA**, 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 ("Tenant").

1. On the 20th day of June 2014, the Landlord and Tenant entered into a Lease Agreement (the "Original Lease"), whereby the Landlord agreed to lease property situate on the 4th and 5th floors, located in the building known and numbered as 185 Genesee Street, Utica, New York, for the agreed monthly rent of Eleven Thousand Five Hundred Eighty-Seven and 50/100ths Dollars **($11,587.50)**, payable in advance on the first day of each month, for a total annual lease payment of One Hundred Thirty-Nine Thousand Fifty and 00/100ths Dollars **($139,050.00)**.

2. The Original Lease provides that the initial term is October 1, 2013 to September 30, 2017, with three (3) consecutive one (1) year optional renewal terms. The parties agree that the options were exercised between October 1, 2017 and September 30, 2020.

3. The parties hereby wish to amend the Original Lease as follows effective October 1, 2020:

   a. Term. The Original Lease shall be extended for an additional term, for three (3) years commencing October 1, 2020 and expiring September 30, 2023, unless sooner terminated or extended.

   b. Rent. The rent beginning on October 1, 2020, shall include an increase from the rent specified in Article 3.00 of the Original Lease. During the renewal term hereto, the total monthly rent payable to Landlord shall be Twelve Thousand Six Hundred Twenty-One and 56/100ths Dollars **($12,621.56)**, which includes Twelve Thousand Two Hundred Ninety-Three and 21/100ths Dollars **($12,293.21)** in base rent plus Three Hundred Twenty-Eight and 35/100ths Dollars ($328.35) in arrearages incurred between October 1, 2017 and July 31, 2020.

4. The Original Lease and this Addendum contain all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein, or in the Original Lease dated June 20, 2014 and any extensions thereto. This Addendum shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

5. All of the terms and conditions of the Original Lease shall remain in full force

and effect unless superseded by this Addendum.

6. This Addendum and the terms of the Original Lease shall be modified in writing, signed, and executed by both parties for it to be binding.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Addendum as of the day and year first above written.

LANDLORD

ADRON BUILDING, L.L.C.

Harold T. Clark
Managing Member

TENANT

ONEIDA COUNTY

Anthony J. Picente, Jr.
County Executive

Approved

Linda Bylica Lark
Assistant County Attorney

ADRON

181 Genesee St Annual Rate $156,000.00 3% increase Jan 1, 2026

Health Dept

Current Rent: $ 12,621.56 $ 13,000.21

YEAR		Annual Rent	Monthly Installment
1	10/1/2023	$156,000.00	$13,000.00
2	10/1/2024	$156,000.00	$13,000.00
3	10/1/2025 - 12/31/25	$39,000.00	$13,000.00
RENEWAL	1/1/2026	$160,680.00	$13,390.00

10/1/23-12/31/25 $351,000.00