



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

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION July 10, 2019

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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**Memorializing petition by
Oneida County
Board of Legislators**

FN-2019

FN 20 19 - 224

READ & FILED

A MEMORIALIZING PETITION SUPPORTING A.01632 (Santabarbara) and S.06017 (Griffo) to provide an income tax credit to certain landowners who provide access for snowmobiling

SPONSORS: Messrs. Mandryck, Schiebel, Welsh, Sacco

WHEREAS, snowmobiling has grown in popularity as a recreational activity in New York State, and is a significant contributor to our economy, supporting restaurants, lodging establishments, snowmobile dealerships, and repair and supply firms; and

WHEREAS, central to this growth has been the development of a system of 8,000 miles of trails in New York that are open to the public, including more than 500 miles in Oneida County alone; and

WHEREAS, the state's snowmobiling community has a seasonal economic impact of \$868 million, according to a 2011 study by the State University at Potsdam; and

WHEREAS, snowmobilers spent \$245 million in the Adirondacks in 2011, \$165 million in the Tug Hill Region and \$163 million in Central New York, according to the Potsdam study.

WHEREAS, the Oneida County Board of Legislators recognizes that snowmobiling is a significant contributor to our economy and quality of life; and

WHEREAS, snowmobile enthusiasts cannot rely solely on municipal lands as they are not necessarily connected; and

WHEREAS, these trails cross public and private lands, and are maintained by a partnership of local snowmobile clubs and government; and

WHEREAS, our snowmobile trail system is highly dependent on the generosity of landowners who willingly open their land for snowmobiling; and

WHEREAS, through the generosity of landowners, snowmobilers are able to pursue their interests; and

WHEREAS, permission to use such lands may be given out of a sense on the part of the property owners that they are helping local businesses or neighbors, but otherwise nothing is received in return for providing an economic and recreational benefit to their communities; and

WHEREAS, it is appropriate to provide a landowner a modest state income tax credit for the trails that they allow on their land; and

NOW THEREFORE BE IT HEREBY RESOLVED, the Oneida County Board of Legislators recognizes the importance of providing fair and equitable income tax credits to certain landowners who allow snowmobilers to use their property; and

BE IT FURTHER RESOLVED, that the Oneida County Board of Legislators urges the new York State Legislature and Governor Cuomo to support this tax credit for landowners; and

BE IT FURTHER RESOLVED, that a copy of this petition shall be forwarded by mail or email to state officials, as well as others deemed necessary and proper.

June 12, 2019

Date:

Legislators Supporting Petition

Legislators Opposing Petition

Emil R. Paparella

Mark ...

...

Bin Mansky

Walter ...

...

Philip M. Salvo

Charles ...

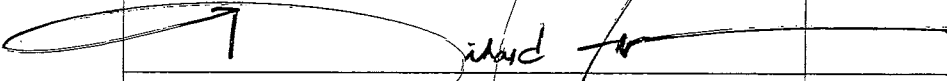
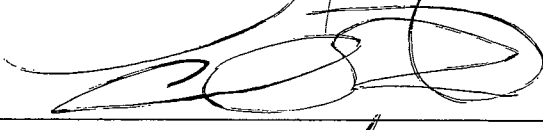
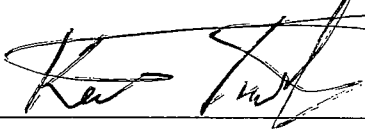

...

Joseph Furgal

Paul ...

...

...

Legislators Supporting Petition	Legislators Opposing Petition
Edmund Welser	
R/K	
John Bowler	
John Decker	
Marty Venturi	
	
	
	
	

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.



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July 8, 2019

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

FN 20 19-226

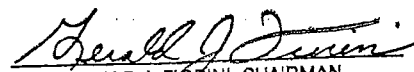
READ & FILED
READ & FILED

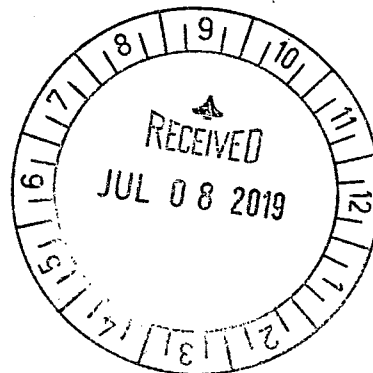
Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the 2019 Open Enrollment Period in Oneida County that the Board of Legislators recommended for inclusion into agricultural districts by way of Resolution No. 186, dated June 12, 2019.

Please file the attached as a "Read & File" docket to read "RE: NYS certification of properties added to agricultural districts during Oneida County's designated Open Enrollment Period, January 2019."

Respectfully,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS





Agriculture and Markets

ANDREW M. CUOMO
Governor

RICHARD A. BALL
Commissioner

Mikale Millard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

Dear Mr. Millard,

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by Resolution No. 186 of 2019, a report and plan to modify Oneida County Agricultural Districts No. 1,2,3,5,6 and 7 by including predominantly viable agricultural land into the district.

Following review of the plan and its related documents, I hereby certify that the inclusion of predominantly viable agricultural land, as proposed, is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Signed and sealed at the Town of Colonie
County of Albany, New York
This 26th Day of June, 2019



Sincerely,

Richard A. Ball
Commissioner

cc:

Brymer Humphreys, Chair, Oneida County AFPB
Guy Sassaman, Planner, Oneida County Department of Planning
Remi Link, Cornell Cooperative Extension of Oneida County
Susan Hoskins, IRIS



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June 17, 2019

Mr. Richard A. Ball, Commissioner
NYS Dept. of Agriculture and Markets
10B Airline Drive
Albany, NY 12235

RE: Parcels of Land Added to Various Agricultural Districts During Open Enrollment

Dear Commissioner Ball,

The open enrollment period, pursuant to the amended Agriculture & Markets law this year in Oneida County was designated as January 1 through January 31.

Applicants submitted their applications and the Agricultural and Farmland Protection Board reviewed the submitted applications for the year 2019 on an individual basis and found that 14 land owners, owning 894.6 acres be accepted into existing districts and to be in accordance with the qualifications for inclusion within an agricultural district. They presented their findings to the Board of Legislators and subsequently on June 12, 2019, the Oneida County Board of Legislators passed Resolution No. 186, accepting 894.6 acres for inclusion in agriculture districts.

Enclosed is:

- County resolution accepting parcels,
- Listing of parcels with names and tax map numbers, and maps showing each parcel
- Report of the County Planning Department and the Agricultural Farmland Protection Board,
- Minutes of Farmland Protection Board meeting discussing parcels,
- Newspaper Notice of Public Hearing,
- Notice of Open Enrollment Period

Once certification is obtained from the New York State Department of Agriculture and Markets, it is my understanding that the Commissioner will send to this office for our records, evidence of certification that the land shall become part of the districts.

Sincerely,

Cynthia A. DelPiano
Deputy Clerk of the Board

Enclosures

Cc: Oneida County Cooperative Extension, Guy Sassaman, Planning Department, File

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 186

*INTRODUCED BY: Mr. D'Onofrio
2ND BY: Mr. Mandryck*

**RE: FINAL ADOPTION AND APPROVAL OF THE "OPEN ENROLLMENT" FOR
AGRICULTURAL-LAND OWNERS**

WHEREAS, On December 10, 2003, the Oneida County Board of Legislators adopted Resolution #365 designating an "Open Enrollment" period (January 1 through January 31) annually, to consider the inclusion of any viable agricultural land in an Agricultural District prior to its sanctioned review period, and

WHEREAS, This year, applications for inclusion in existing Agricultural Districts from 14 landowners owning 894.6 acres have been received by the Oneida County Agricultural and Farmland Protection Board for consideration, have been reviewed by said Board, and such applications have been found to be in accordance with the qualifications for inclusion within an Agricultural District, now, therefore, be it hereby

RESOLVED, That the Board of Legislators adopts and approves of the inclusion of 894.6 acres to the existing Agricultural Districts as applied for during Oneida County's "Open Enrollment" period, and it is further

RESOLVED, That the Clerk of the Oneida County Board of Legislators be, and hereby is, authorized and directed to submit this Resolution, together with the report of the Oneida County Agricultural and Farmland Protection Board and the tax map identification numbers and tax maps of each parcel of land to be included within an Agricultural District, to the New York State Commissioner of Agriculture and Markets for approval and certification.

APPROVED: Ways and Means Committee (June 12, 2019)

DATED: June 12, 2019


Adopted by the following vote:
AYES 22 NAYS 0 ABSENT 1 (Mr. Goodman)

OFFICE, CLERK BOARD OF COUNTY LEGISLATORS)
COUNTY OF ONEIDA) SS:

I, hereby certify that I have compared the foregoing extract from the minutes of meeting of the Board of County Legislators of Oneida County held on the 12th day of June, 2019 with the original record thereof on File in this office and that the same is a true and correct transcript therefrom, and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of said Board this 17th day of June, 2019.




_____ Clerk
MIKALE BILLARD



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ Regina A. Venettozzi ♦ Kathy Pilbeam ♦ Brian Mandryck

ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS MAY 2019

I. INTRODUCTION

Oneida County established January 1, 2019 – January 31, 2019 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on May 1, 2019. This report reflects the recommendations of the Oneida County Farmland Protection Board.

II. DISCUSSION

A total of 14 landowners, owning 894.6 acres of farmland, expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list. In addition to the new properties added, there were several instances where property changed ownership and the new owner decided to re-enroll the properties into the agricultural district. There were also a few instances where parcel boundaries changed due to subdivisions. Individual parcel maps were created for the parcels previously not within an agricultural district. Maps were also created for those parcels where changes in ownership occurred and also where parcel boundaries changed. All of the maps are included in the package of materials.

III. FINDINGS MADE BY THE ONEIDA COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD

The Oneida County Agricultural and Farmland Protection Board reviewed all of the applications and parcels on an individual basis and found all of them to be in accordance with the qualifications for inclusion within an agricultural district.

IV. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommend that the 14 landowners and 894.6 acres* of farmland shown on the attached list be incorporated into the existing, corresponding agricultural districts. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and certification.

* These figures include properties currently enrolled in agricultural districts where there was a change in ownership or a change in parcel boundaries. Without these properties the total number of new acres added is 553.1.

Oneida County Farmland Protection Board * C/O Cornell Cooperative Extension
121 Second Street * Oriskany, New York * 13424 * (315) 736-3394

2019 OPEN ENROLLMENT ADDITIONS TO ONEIDA COUNTY NYS AGRICULTURAL DISTRICTS

TAX PARCEL ID#	OWNER	ACRES	TOWN	DISTRICT	COMMENT	FARMTYPE
159.000-1-19.1	ATWELL, LEON	42.7	TRENTON	7	ALREADY IN. UPDATED 2019*	HAY, CORN
159.000-1-19.6	ATWELL, LEON	12.8	TRENTON	7	NEW OE 2019	HAY, CORN
159.000-1-19.7	ATWELL, LEON	1.8	TRENTON	7	NEW OE 2019	HAY, CORN
159.011-1-4.1	ATWELL, LEON	3.4	TRENTON	7	NEW OE 2019	HAY, CORN
45.000-1-28.1	BANKS, STEWART W.	169.7	AVA	2	OWNER CHANGE OF 2019*	HAY, BEEF, WOOD PRODUCTS, BEEKEEPER
363.000-1-55.1	BID-A-WE LLC	100.1	AUGUSTA	4	OWNER CHANGE OF 2019*	CORN SILAGE, HAY
369.000-1-3.1	CRESCI, PETER J.	21.0	PARIS	6	NEW OE 2019	HAY, APPLES, BLACKBERRY, FIREWOOD
372.000-1-40	DUGAN, ANDREW & SUSAN	29.0	AUGUSTA	4	ALREADY IN OF 2019*	HAY, SMALL GRAINS, BEEF
159.000-4-20	EVANS, HELGA	50.3	STUBEN	3	NEW OE 2019	
249.000-1-20.2	HAILSTON-JAWORSKI, DEBORAH A.	18.9	DEERFIELD	7	NEW OE 2019	HAY
176.000-2-2.5	KRAEGER, HOBART & JEAN	22.8	FLOYD	7	NEW OE 2019	DAIRY, HAY, CORN, BUCKWHEAT
367.000-1-3	MCRORIE, ADAM & MALLORY ROBERTS	50.3	PARIS	6	NEW OE 2019	
343.000-1-36	MILLER, JOHN E.	47.6	VERNON	4	NEW OE 2019	DAIRY, FIELD CROPS, LIVESTOCK & MORE
350.000-2-30.1	PRESCOTT, HAROLD AND DALE KLEIN	93.4	NEW HARTFORD	5	NEW OE 2019	BEEF
146.000-1-14	STILTNER, CRYSTAL BROOKE (SNYDER FAMILY TRUST)	15.1	CAMDEN	1	NEW OE 2019	HAY
146.012-1-2	STILTNER, CRYSTAL BROOKE (SNYDER FAMILY TRUST)	1.0	CAMDEN	1	NEW OE 2019	HAY
147.000-1-1	STILTNER, CRYSTAL BROOKE (SNYDER FAMILY TRUST)	56.9	CAMDEN	1	NEW OE 2019	HAY
147.009-1-1.5	STILTNER, CRYSTAL BROOKE (SNYDER FAMILY TRUST)	25.8	CAMDEN	1	NEW OE 2019	HAY
147.009-1-19	STILTNER, CRYSTAL BROOKE (SNYDER FAMILY TRUST)	7.1	CAMDEN	1	NEW OE 2019	HAY
147.009-1-19	STILTNER, CRYSTAL BROOKE (SNYDER FAMILY TRUST)	58.9	CAMDEN	1	NEW OE 2019	HAY
289.000-1-68.5	STOREY, JASON & KIMBERLY	13.0	WESTMORELAND	5	NEW OE 2019	HAY, CORN, SOYBEANS
171.003-1-42	WILLSON, RODNEY & BRIANNE	53.0	LEE	2	NEW OE 2019	DAIRY, HAY, CORN, BEEF
	TOTAL ACRES	894.6				
	TOTAL NEW ACRES	553.1			BOLD & ITALICS = ALREADY IN	

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: 2019 Open Enrollment for New York State Agricultural Districts in Oneida County			
Project Location (describe, and attach a location map): Multiple towns throughout Oneida County.			
Brief Description of Proposed Action: The addition of multiple properties to various existing NYS Agricultural Districts within Oneida County as a result of the annual Open Enrollment period established for Oneida County.			
Name of Applicant or Sponsor: Oneida County Board of Legislators		Telephone: (315) 798-5900	
		E-Mail: cdelpiano@ocgov.net	
Address: 800 Park Avenue			
City/PO: Utica		State: NY	Zip Code: 13501
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			YES <input checked="" type="checkbox"/>
New York State Department of Agriculture and Markets			
3.a. Total acreage of the site of the proposed action?		894.6 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: N/A _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ N/A _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

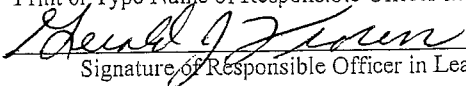
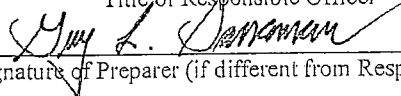
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: _____ Gerald J. Fiorini	Date: _____	June 12, 2019
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

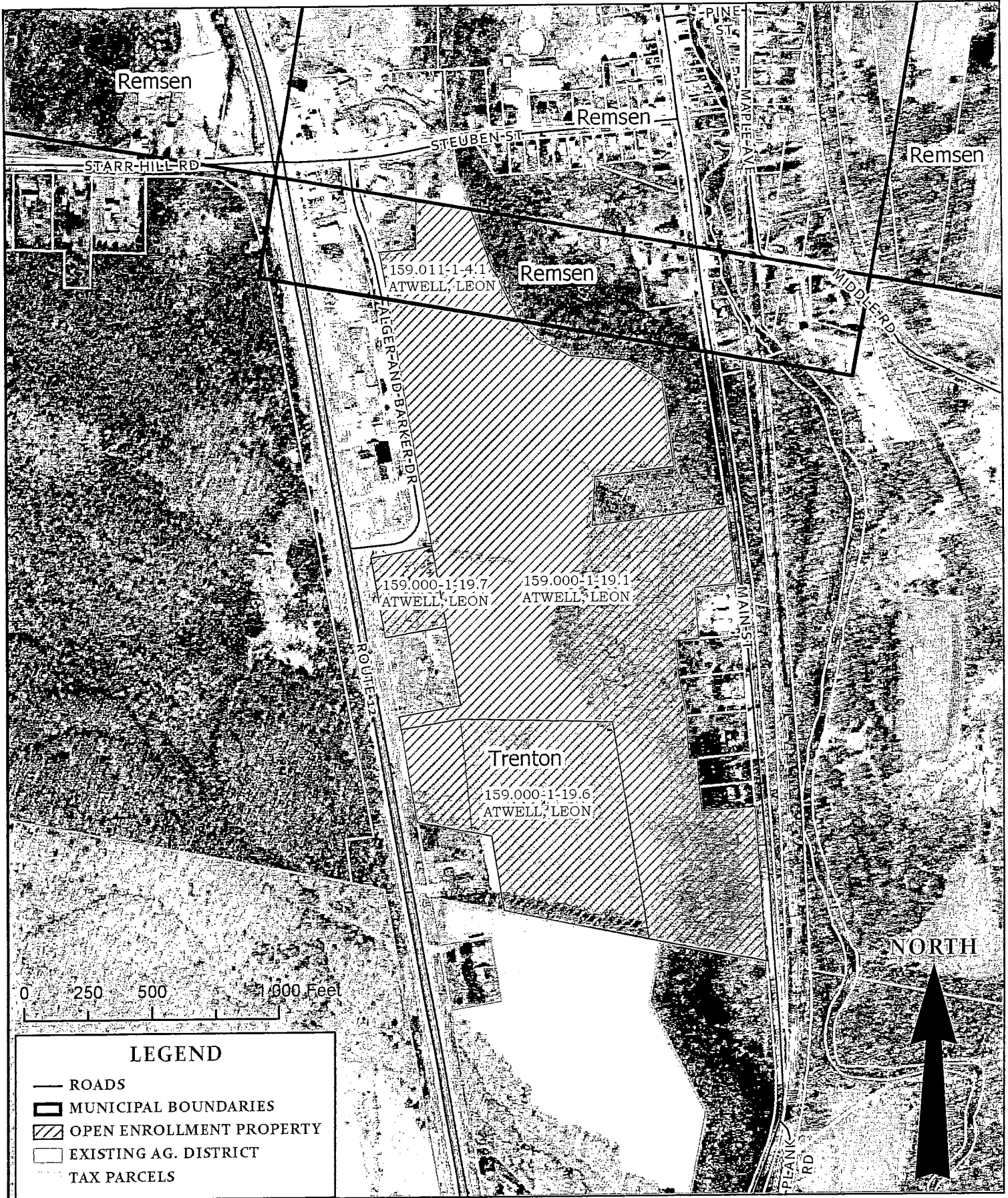
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

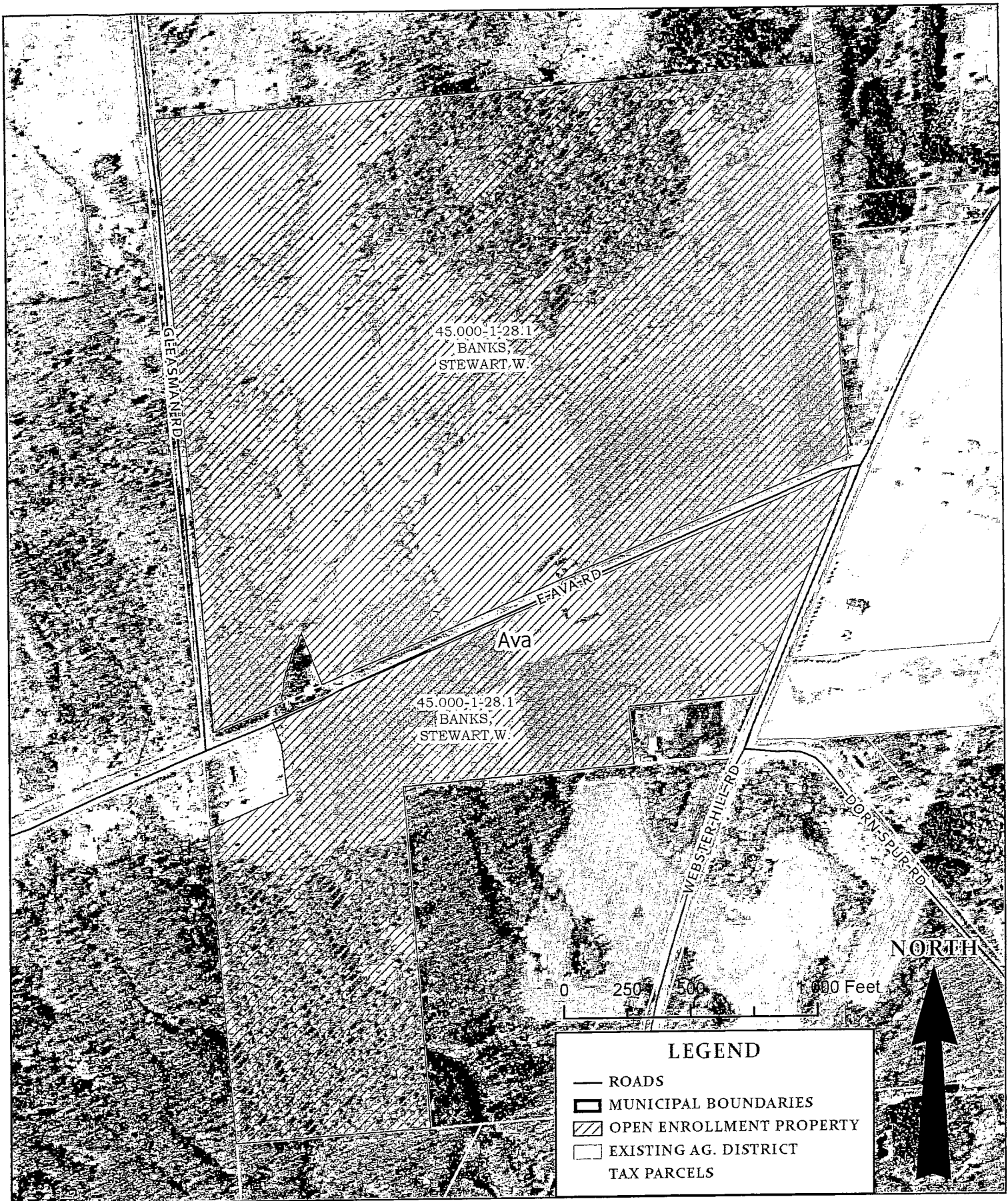
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Oneida County Board of Legislators	June 12, 2019
_____ Name of Lead Agency	_____ Date
Gerald J. Fiorini	Chairman
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
 Signature of Responsible Officer in Lead Agency	 Signature of Preparer (if different from Responsible Officer)

PRINT



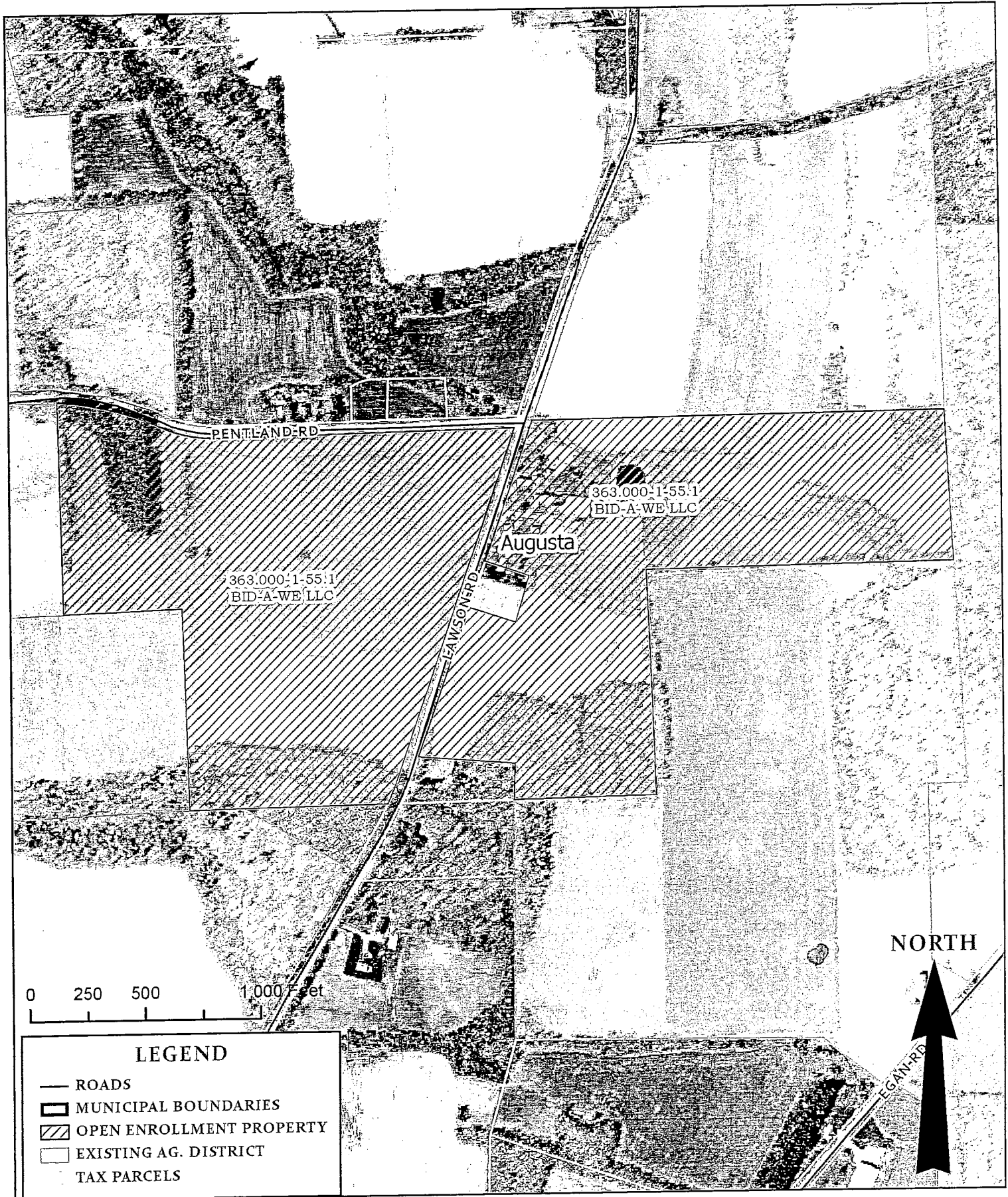
ONEIDA COUNTY AGRICULTURAL DISTRICTS
 2019
 OPEN ENROLLMENT
 LEON ATWELL
 TOWN OF TRENTON

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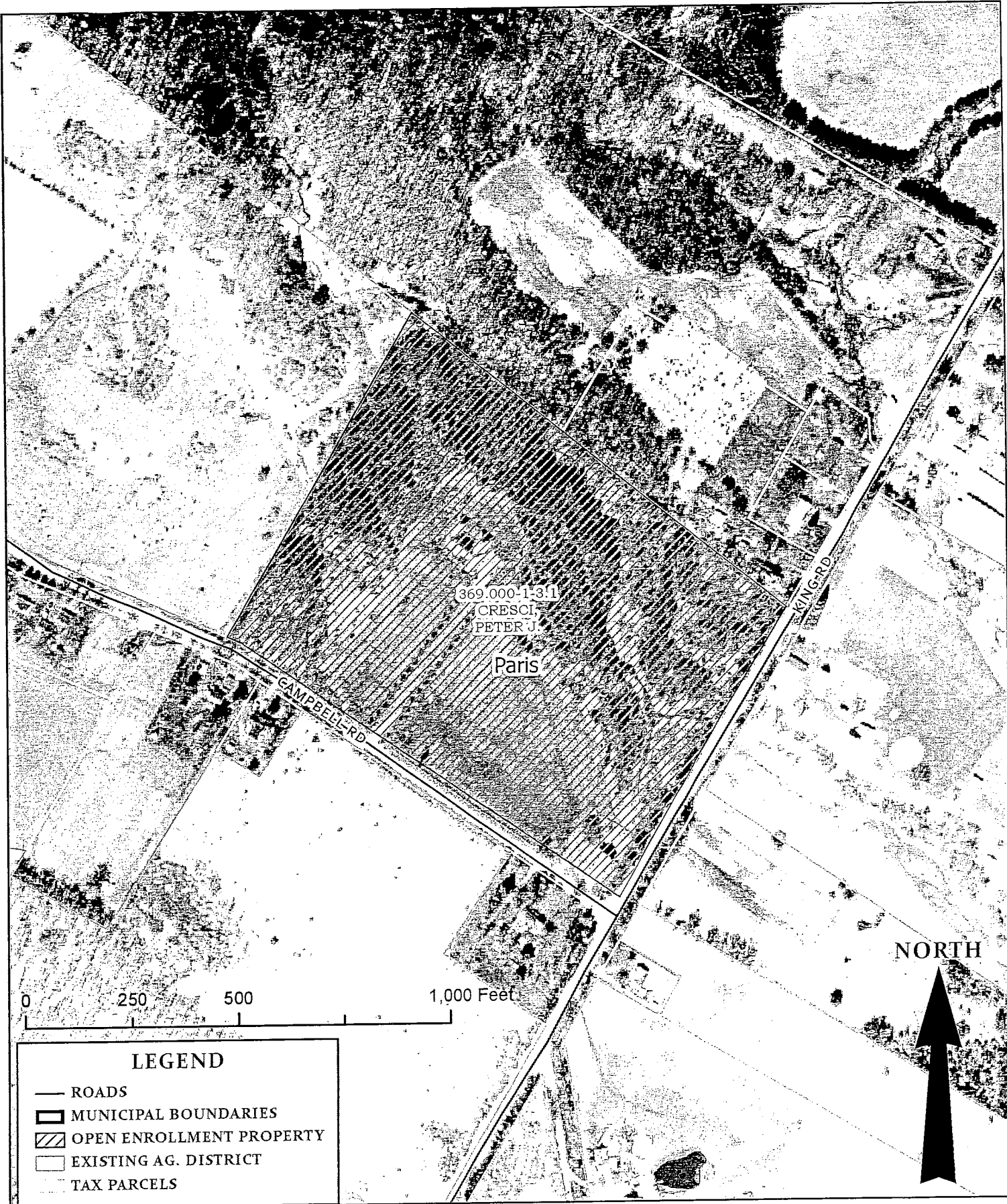
ONEIDA COUNTY AGRICULTURAL DISTRICTS
2019
OPEN ENROLLMENT
STEWART BANKS
TOWN OF AVA

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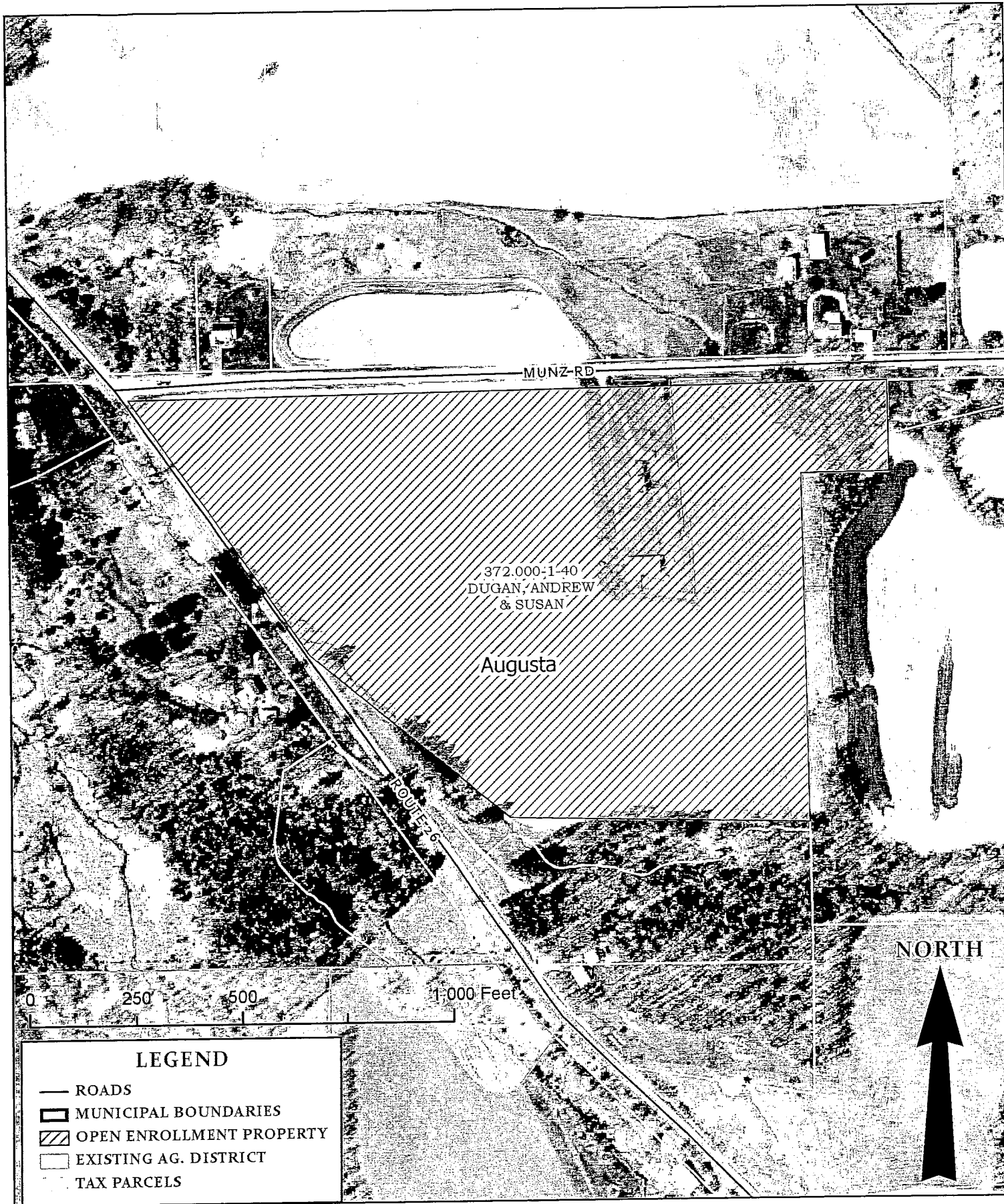
ONEIDA COUNTY AGRICULTURAL DISTRICTS
 2019
 OPEN ENROLLMENT
 BID-A-WE LLC
 TOWN OF AUGUSTA

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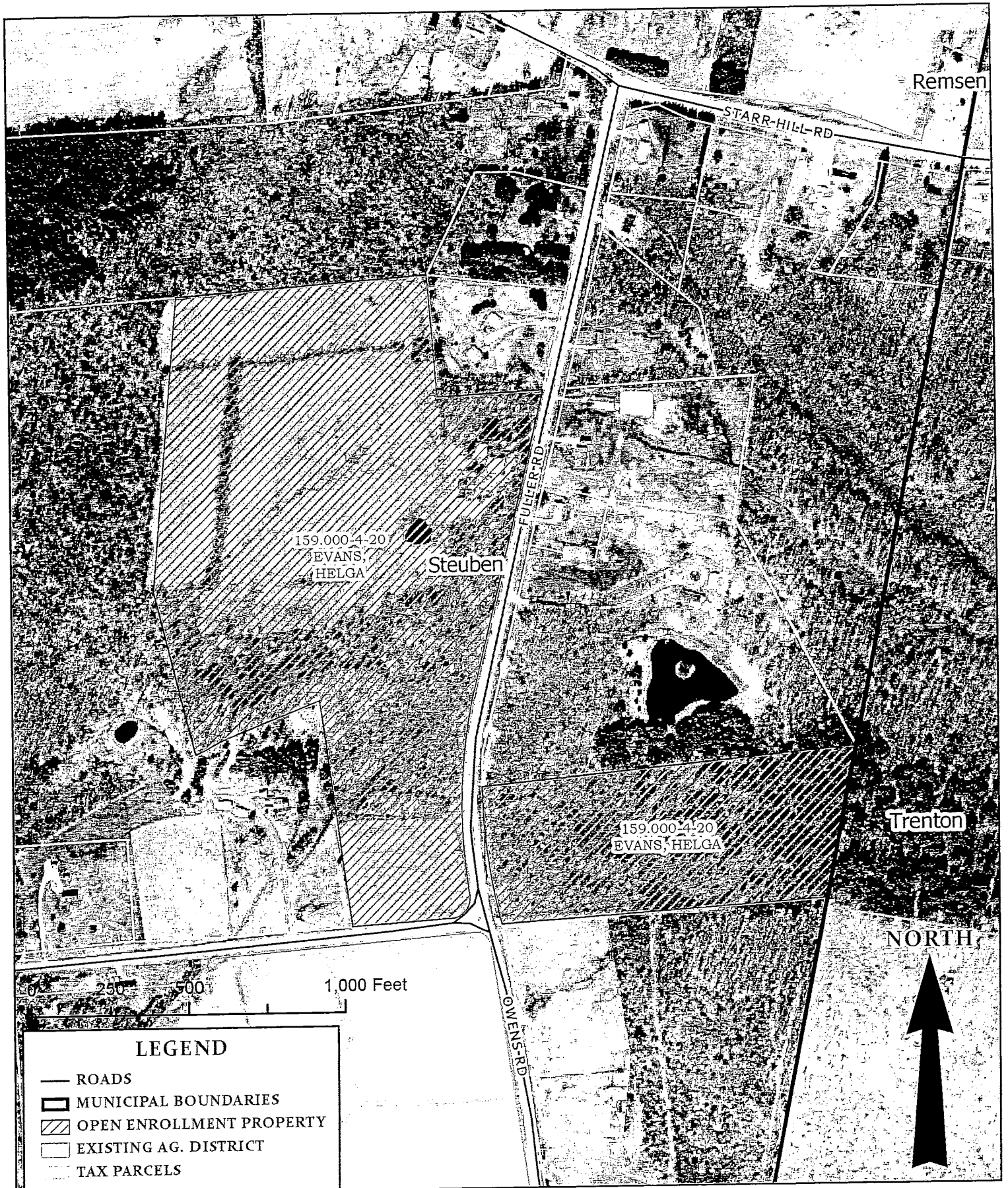
ONEIDA COUNTY AGRICULTURAL DISTRICTS
 2019
 OPEN ENROLLMENT
 PETER CRESCI
 TOWN OF PARIS

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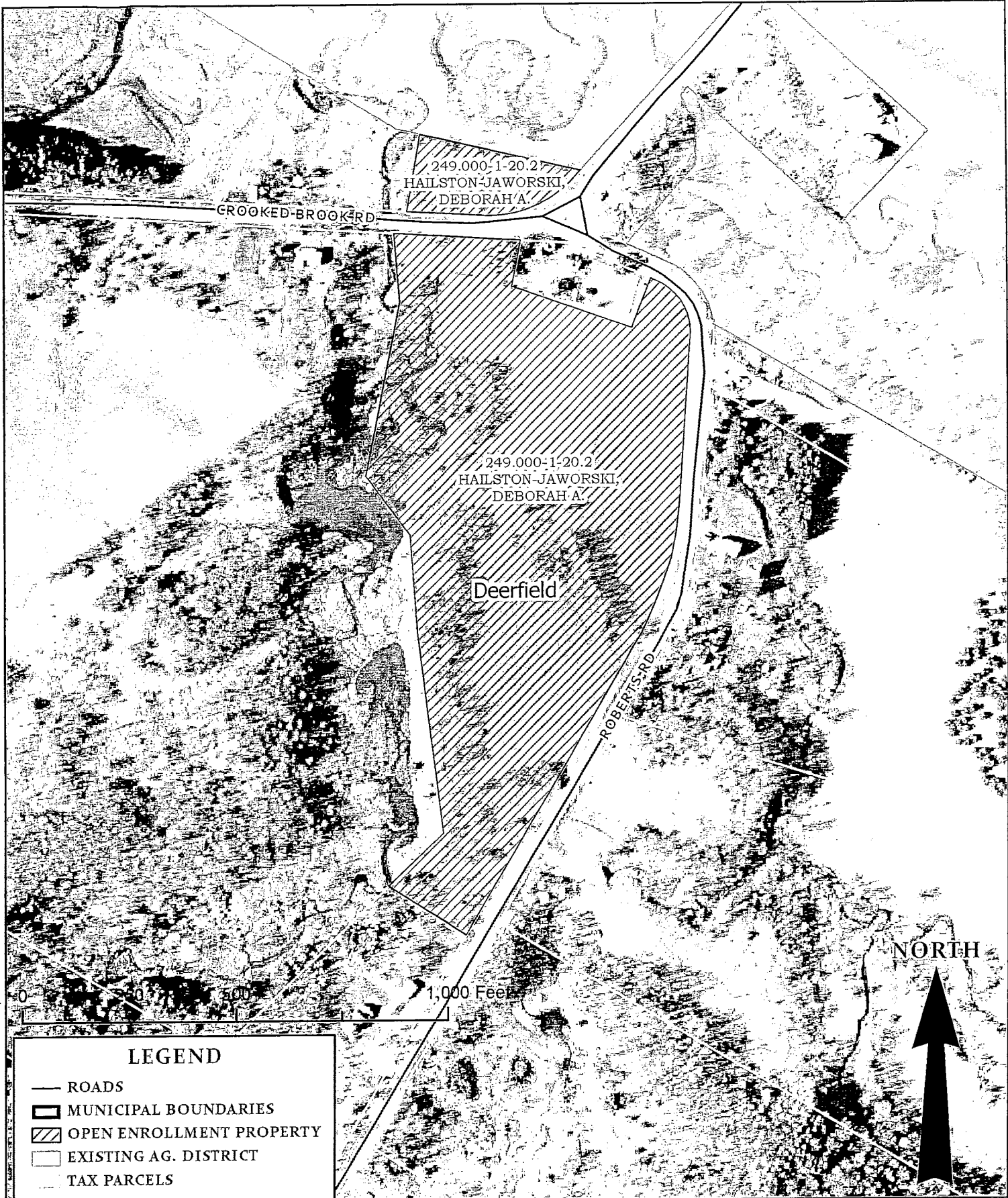
ONEIDA COUNTY AGRICULTURAL DISTRICTS
2019
OPEN ENROLLMENT
ANDREW & SUSAN DUGAN
TOWN OF AUGUSTA

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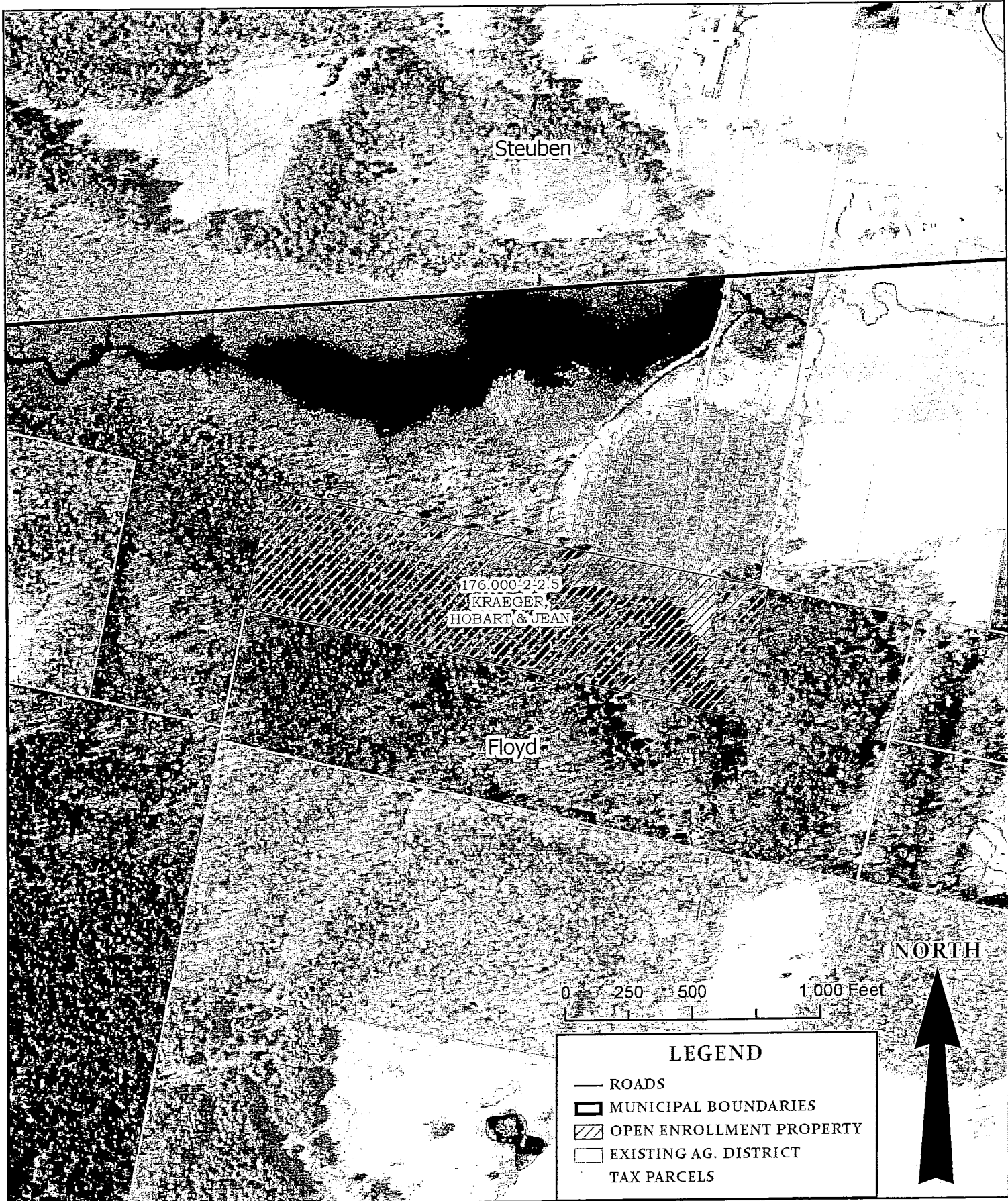
ONEIDA COUNTY AGRICULTURAL DISTRICTS
 2019
 OPEN ENROLLMENT
 HELGA EVANS
 TOWN OF STEUBEN

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ONEIDA COUNTY AGRICULTURAL DISTRICTS
 2019
 OPEN ENROLLMENT
 DEBORAH HAILSTON-JAWORSKI
 TOWN OF DEERFIELD

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Steuben

176.000-2-2.5
KRAEGER,
HOBART & JEAN

Floyd

NORTH

0 250 500 1,000 Feet

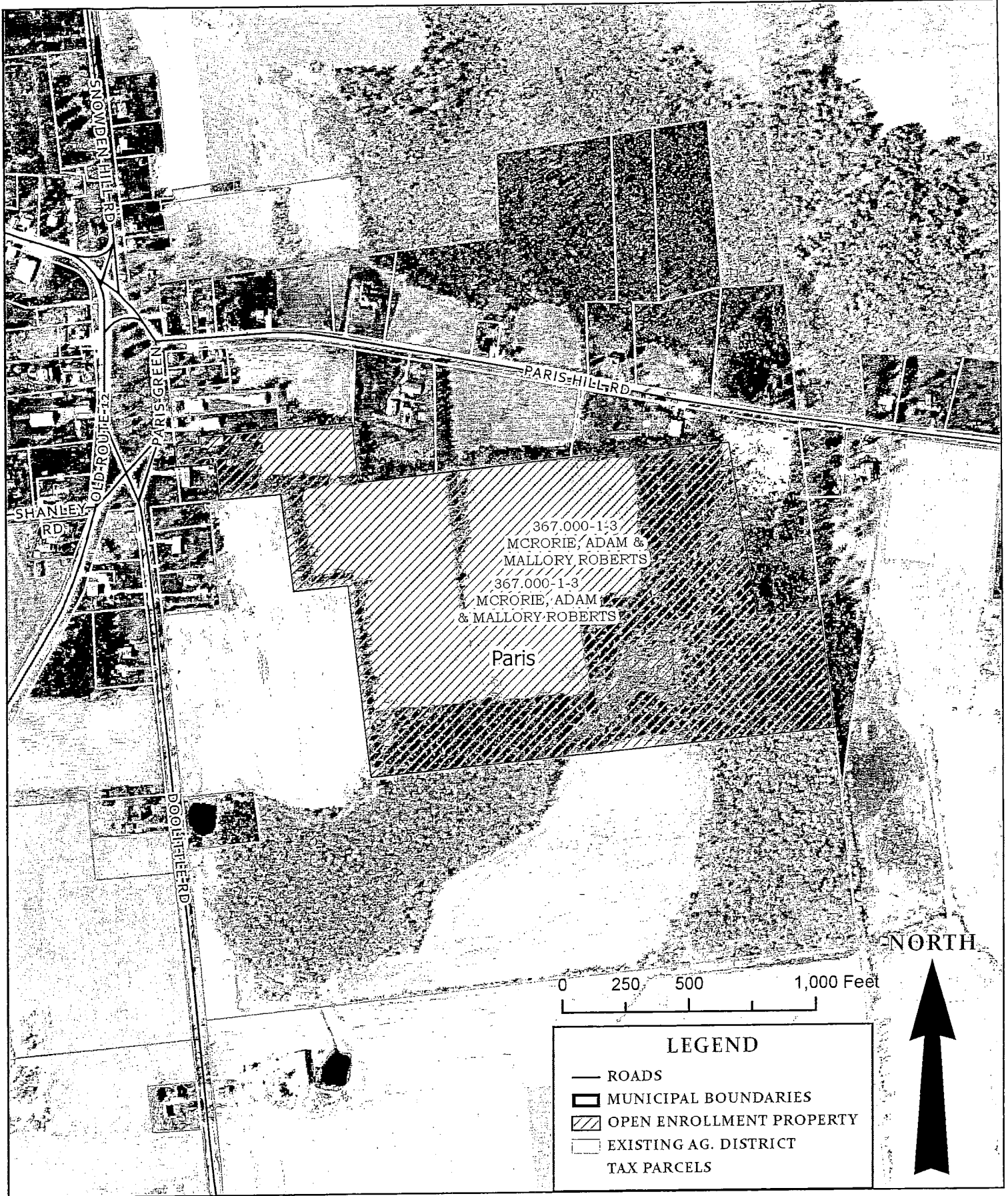
LEGEND

- ROADS
- ▭ MUNICIPAL BOUNDARIES
- ▨ OPEN ENROLLMENT PROPERTY
- ▭ EXISTING AG. DISTRICT TAX PARCELS



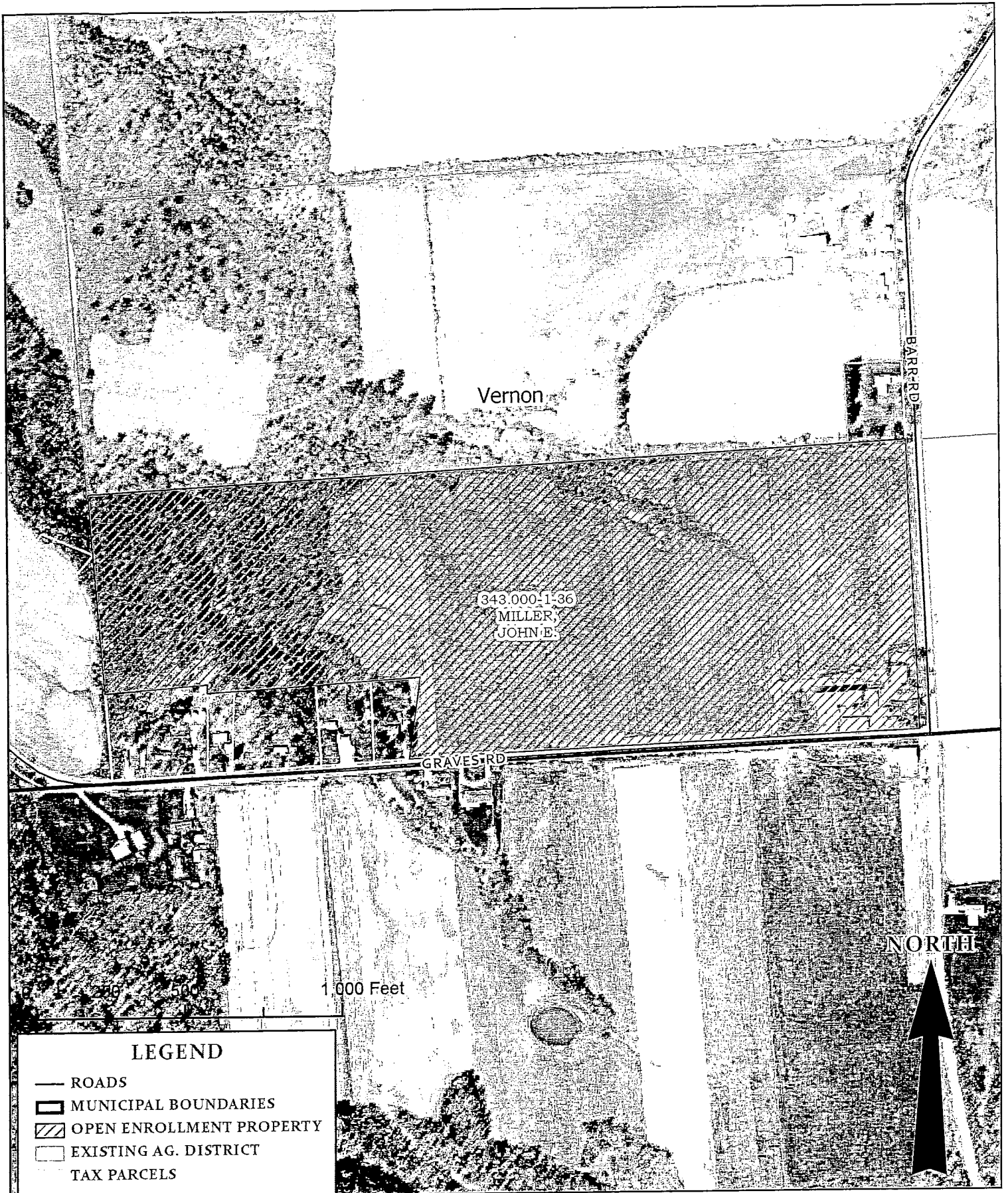
ONEIDA COUNTY AGRICULTURAL DISTRICTS
2019
OPEN ENROLLMENT
KRAEGER, HOBART & JEAN
TOWN OF FLOYD

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ONEIDA COUNTY AGRICULTURAL DISTRICTS
2019
OPEN ENROLLMENT
MCRORIE, ADAM & MALLORY ROBERTS
TOWN OF PARIS

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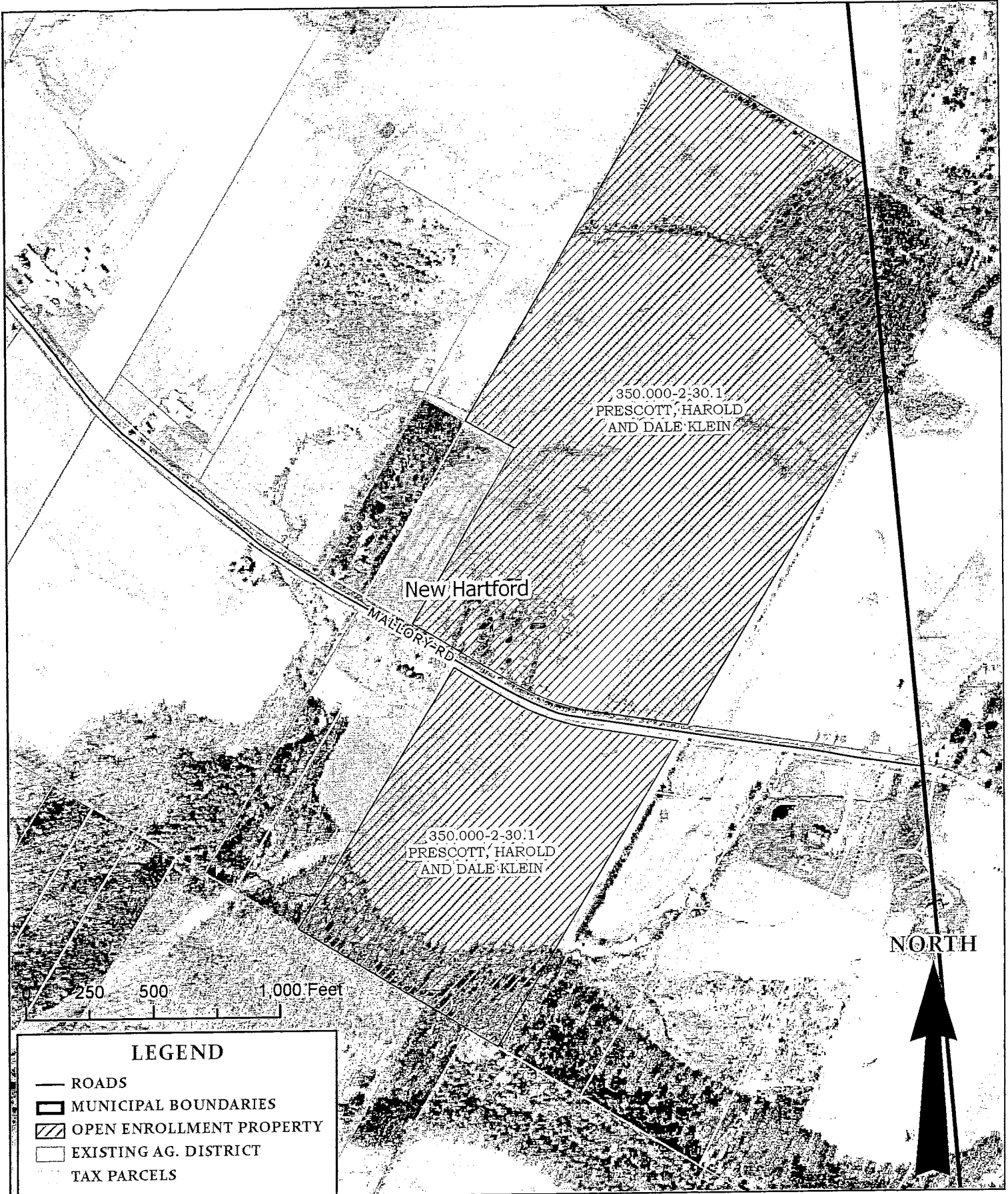


LEGEND

- ROADS
- ▭ MUNICIPAL BOUNDARIES
- ▨ OPEN ENROLLMENT PROPERTY
- ▭ EXISTING AG. DISTRICT
- ▭ TAX PARCELS

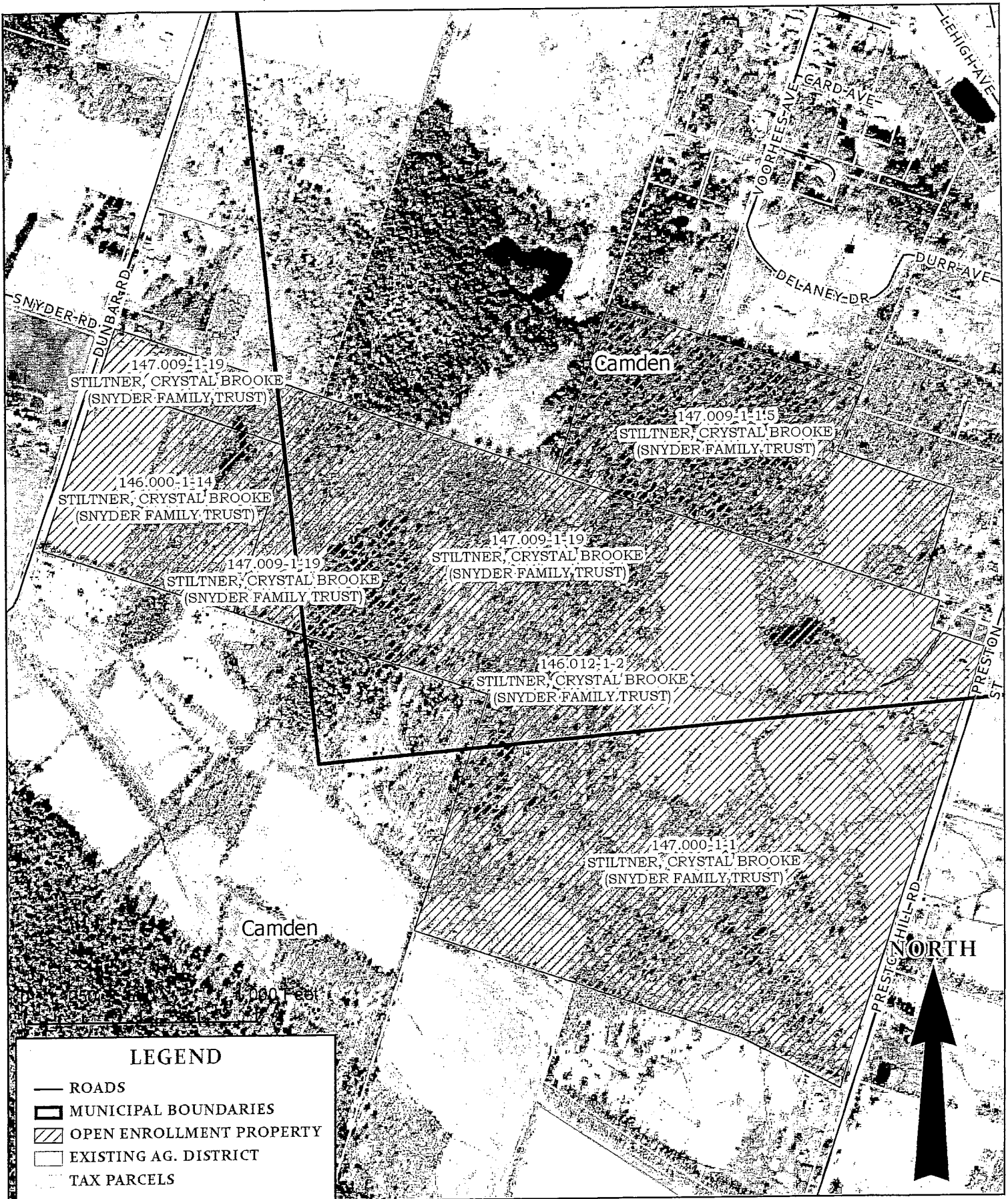
ONEIDA COUNTY AGRICULTURAL DISTRICTS
 2019
 OPEN ENROLLMENT
 JOHN MILLER
 TOWN OF VERNON

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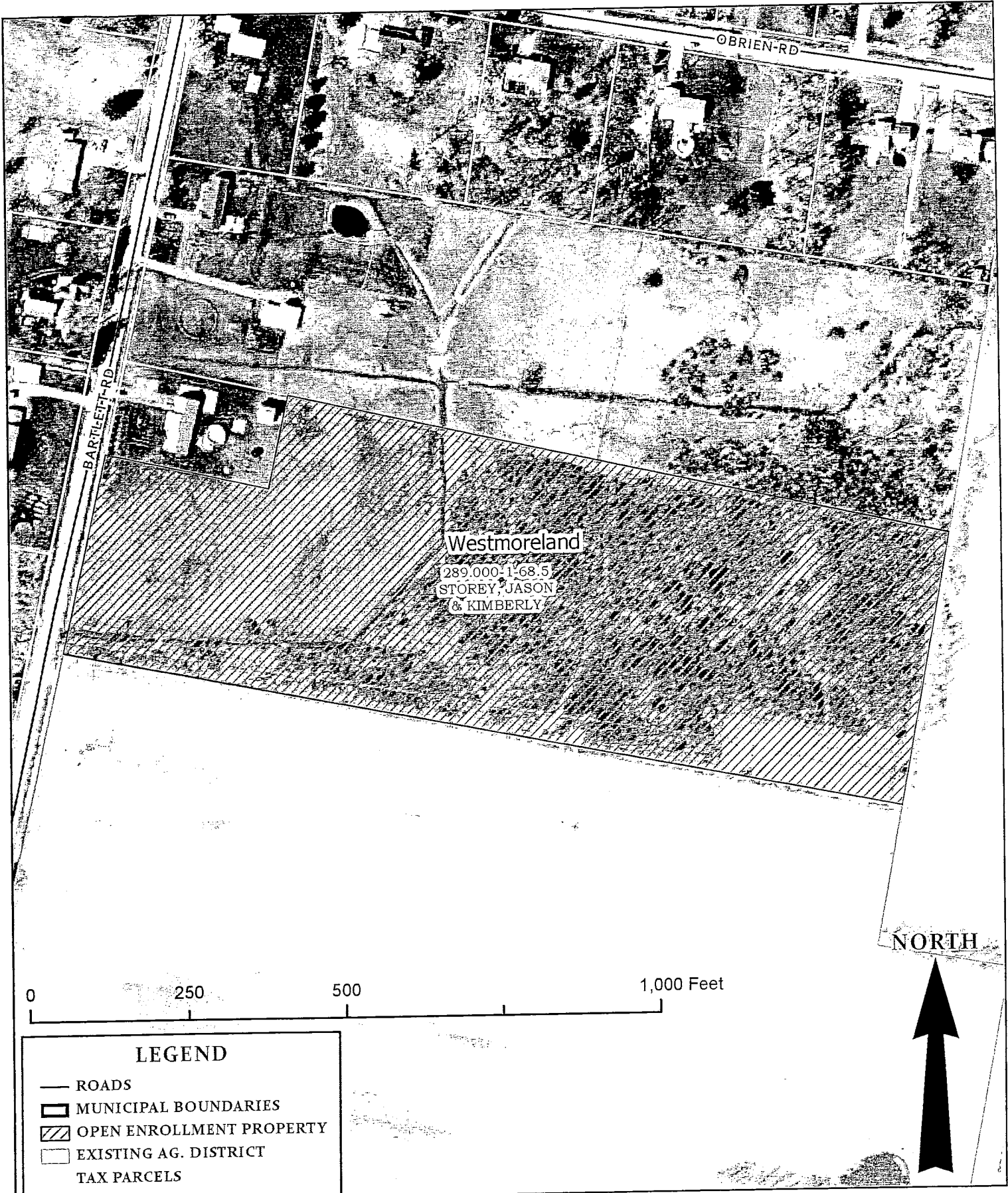
ONEIDA COUNTY AGRICULTURAL DISTRICTS
 2019
 OPEN ENROLLMENT
 HAROLD PRESCOTT
 TOWN OF NEW HARTFORD

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ONEIDA COUNTY AGRICULTURAL DISTRICTS
 2019
 OPEN ENROLLMENT
 SNYDER FAMILY TRUST
 TOWN OF CAMDEN

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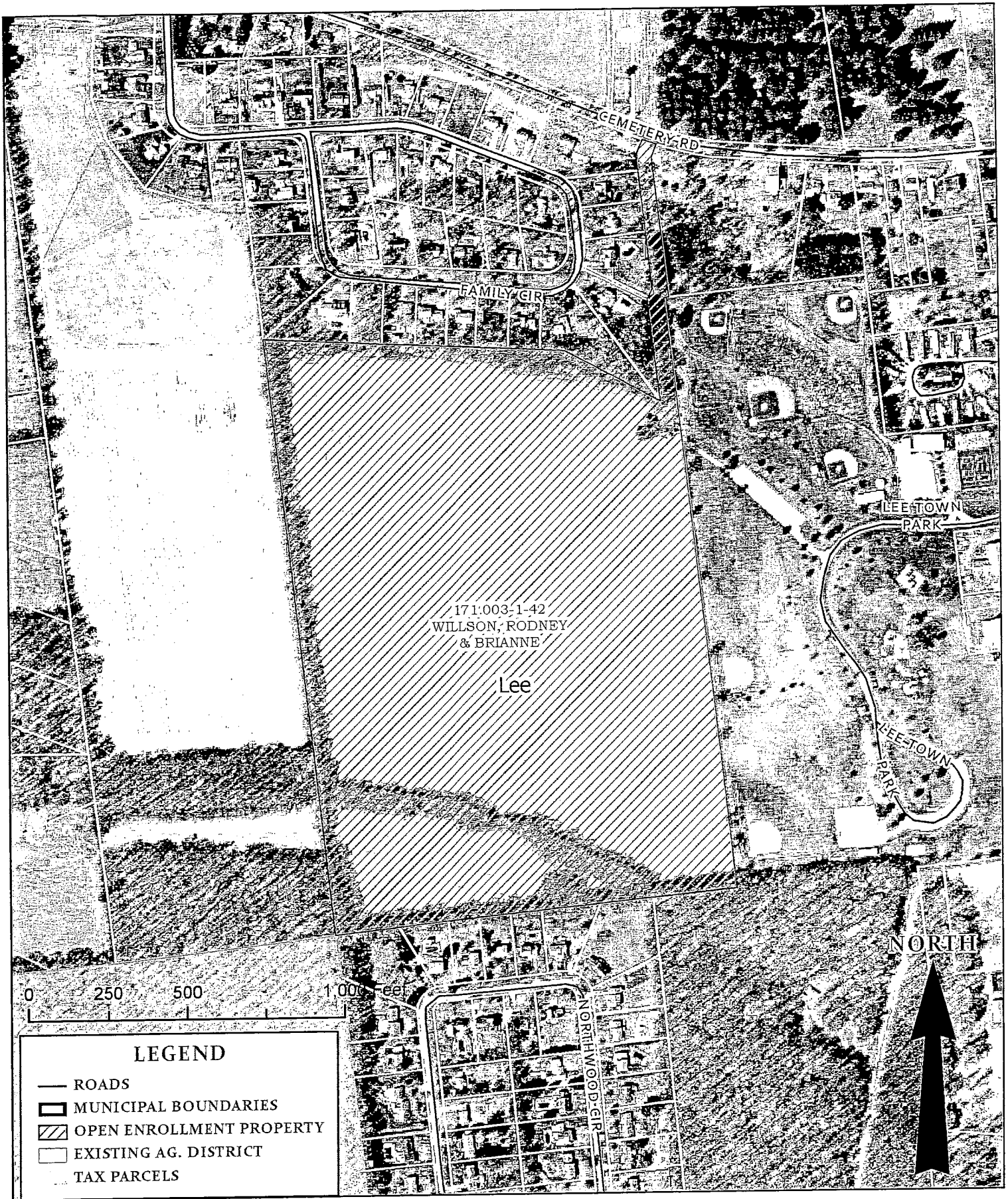
Westmoreland
 289.000-1-68.5
 STOREY, JASON
 & KIMBERLY

LEGEND

- ROADS
- ▭ MUNICIPAL BOUNDARIES
- ▨ OPEN ENROLLMENT PROPERTY
- ▭ EXISTING AG. DISTRICT TAX PARCELS

ONEIDA COUNTY AGRICULTURAL DISTRICTS
 2019
 OPEN ENROLLMENT
 JASON & KIMBERLY STOREY
 TOWN OF WESTMORELAND

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ONEIDA COUNTY AGRICULTURAL DISTRICTS
2019
OPEN ENROLLMENT
RODNEY & BRIANNE WILLSON
TOWN OF LEE

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ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ Regina A. Venettozzi ♦ Kathy Pilbeam ♦ Brian Mandryck

OC Farmland Protection Board 11:00 A.M. Tuesday March 5, 2019 Minutes

I. Call to order

Humphreys called to order the general meeting of the OC Farmland Protection Board at 11:15 A.M.

II. Attendance

The following persons were present: Brymer Humphreys, Paul van Lieshout, Tom Cassidy, Guy Sassaman, Marty Broccoli and Remi Link.

III. Approval of minutes from last meeting

Motion by Sassaman to approve October minutes as submitted. Second by Cassidy. Motion carried.

IV. Re-Appointment

Broccoli made a motion to recommend Mike Cosgrove to the board. Second by vanLieshout. Motion carried.

V. Ag Friendly Update

Link reported that we held a well-attended meeting for the rest of the towns as part of the Ag Friendly Initiative. Mary Wrege is continuing to develop a guide for the municipalities.

VI. Dairy Plan Update

Broccoli reported that we are continuing to work on initiatives in the Oneida County Dairy Plan. We recently meet with local dairy cooperative to gather insight.

VII. Open Enrollment Application

- a) The board reviewed 14 applications.
- b) Motion to approve applications based on the submitted list and send the information to the other board members for review submitted by Broccoli. Second by Cassidy. Motion carried.
- c) Sassaman informed the board that there are 5 landowner whose property ownership has not been verified. He will contact real property for additional information.

VIII. Adjournment

Meeting adjourned at 12:15 P.M.

NEXT MEETING: Public Hearing on

Farm and Home Center in Oriskany



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy • Michael J. Cosgrove • Clifford Kitchen • Andy Gale • Paul Snider
Paul van Lieshout • Marty Broccoli • Regina A. Venettozzi • Kathy Pilbeam • Brian Mandryck

The following resolution was adopted by the Oneida County Agriculture and Farmland Protection Board at the _____ meeting.

Resolution Paddock Farm: Dairy Transitions Farmland Protection Initiative; Tug Hill Tomorrow Land Trust as the applicant.

'WHEREAS, One of Oneida County Agriculture and Farmland Protection Board's mission is to support agriculture and farmland protection; and

WHEREAS, Oneida County Agriculture and Farmland Protection Board's five goals in the 2017 Farmland Protection Plan include protecting important farmland resources; and

WHEREAS, Oneida County Agriculture and Farmland Protection Board was delighted to learn of the Paddock family's commitment to protecting their farm; and

WHEREAS, Oneida County Agriculture and Farmland Protection Board reviewed the Priority Ranking of this farm based on the 2017 Farmland Protection plan and agree they qualify for consideration; and

WHEREAS, the Tug Hill Tomorrow Land Trust has committed to submitting 6 applications within their designated region or by request from around the region, with two applications coming from Oneida County, inside the Tug Hill region and Oneida County Agricultural and Farmland Protection Board has requested Tug Hill Tomorrow's help to submit this proposal; and

WHEREAS, Oneida County Agriculture and Farmland Protection Board appreciates Tug Hill Tomorrow Land Trust's continuing efforts to support agriculture and protect farmland in Oneida County; and

NOW THEREFORE BE IT RESOLVED, that Oneida County Agriculture and Farmland Protection Board supports Tug Hill Tomorrow Land Trust's application for a Dairy Transitions Farmland Protection Initiative grant for the Paddock Farm in Remsen, New York.

Motion made by: _____ seconded by: _____

Ayes: _____ Nay: _____ Recused: _____

Oneida County Farmland Protection Board* C/O Cornell Cooperative Extension
121 Second Street* Oriskany, New York* 13424 * (315) 736-3394

~NOTICE~

PROTECT YOUR FARM LAND

**Open Enrollment Period
to Apply for Inclusion in an Agricultural District is**

January 1 – February 1

Apply Now!

Forms are available from the Town Clerk's Office

**Return postmarked by February 1st
to the Oneida County Planning Department
Union Station, 321 Main St.
Utica, NY 13501
c/o Guy Sassaman**



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

FN 20 19-227

June 13, 2019

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente,

On December 19, 2018, the Oneida County Board of Legislators approved a budget increase for Capital Project H-523, Rome Family Court, in the amount of \$275,000.00. Additional funding was required due to unanticipated work items and scheduling complications.

Unfortunately, the calculation for additional funding inadvertently omitted or incorrectly calculated several critical work items. These items include supplemental security services, anticipated prevailing wage rate increase, multiple construction mobilizations, and additional insurance expenses. I sincerely apologize for the oversight. In addition, further delays were caused by the elevator sub-contractor that extended the project completion date beyond April 2020.

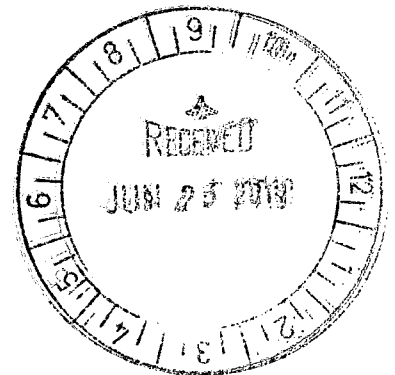
Therefore, I respectfully request a budget increase in Capital Project H523 in the amount of \$325,000.00 to be funded by a transfer from A2674, Sale of County Owned Real Property.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



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

 Anthony J. Picente, Jr.
 County Executive
 Date 6-24-19



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

DENNIS S. DAVIS
Commissioner

June 14, 2019

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

FN 20 19-225

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Enclosed is an agreement for professional consulting services with Bonacci Architects, PLLC to reconstruct the plaza deck at 800 Park Avenue in Utica.

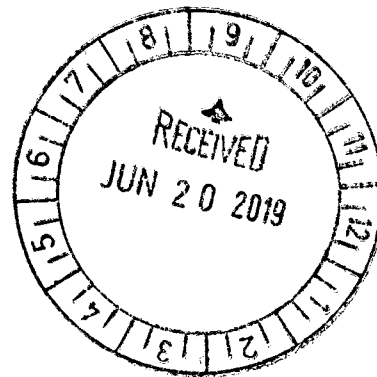
On February 27, 2019, the Oneida County Board of Acquisition & Contract accepted a proposal from Bonacci Architects, PLLC to prepare plans and specifications for the aforementioned project with a fee in the amount of \$110,520.00 plus asbestos abatement project monitoring and on-site project representation during construction. The term of this contract shall be from execution until completion of the project, which is expected to be around December 31, 2020.

Please consider the enclosed contract at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner



cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 6/19/19

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	Bonacci Architects, PLLC 110 Fulton Street Utica, NY 13501
Title of Activity of Service:	Professional Consulting Services Oneida County Office Building Plaza Deck Reconstruction
Proposed Dates of Operation:	Start on Execution – 12/31/2020
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Bonacci Architects shall prepare plans and specifications, perform asbestos abatement project monitoring, and perform on-site project representation during construction.

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-454
Total Funding Requested:	\$110,520.00
Oneida County Dept. Funding Recommendation:	\$110,520.00
Proposed Funding Sources	Federal: \$0.00
	State: \$0.00
	County: \$110,520.00
	Other: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

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

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

Oneida County
800 Park Avenue
Utica, NY 13501

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Bonacci Architects, PLLC
110 Fulton Street
Utica, NY 13501
Telephone Number: 315.797.8666
Fax Number: 315.735.3605

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

Plaza Deck Reconstruction
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

The Owner and Architect agree as follows.

Init.

/

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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.)

Exhibit A and Exhibit D

§ 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.)

Exhibit A and Exhibit D

§ 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.)

\$3,600,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Bid documents complete on or before November 4, 2019.

.2 Construction commencement date:

March 2, 2020

.3 Substantial Completion date or dates:

December 31, 2020

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid compliant with New York State Law. Multiple bid packages may be required.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mark E. Laramie, P.E.
5999 Judd Road
Oriskany, NY 13424
Telephone Number: 315.793.6236

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

New York State Department of State

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None

.2 Civil Engineer:

None

.3 Other, if any:

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

None

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

David J. Bonacci, AIA
110 Fulton Street
Utica, NY 13501
Telephone Number: 315.797.8666

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Zangrilli Engineering
Al Zangrilli
322 Oriskany Boulevard
Whitesboro, NY 13492
Telephone Number: 315.736.7011

.2 Mechanical Engineer:

FS Engineering, DPC
Elizabeth P. Fisher, P.E.
721 East Genesee Street,
Syracuse, NY 13210
Telephone: 315.471.4013

.3 Electrical Engineer:

FS Engineering, DPC
Elizabeth P. Fisher, P.E.
721 East Genesee Street
Syracuse, NY 13210
Telephone: 315.471.4013

§ 1.1.11.2 Consultants retained under Supplemental Services:

Hazardous Materials Testing, Design, and Monitoring: JB Evans & Sons, LLC, Cazenovia, NY 13035.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Exhibit A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data form~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall ~~maintain~~ maintain, at its own expense, the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. The insurance carrier must have at least an A- (excellent) rating by A.M. Best and be qualified and admitted to do business in the State of New York.~~

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Four Million Dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury.

§ 2.5.2 Automobile Liability covering vehicles owned, leased, hired, and non-owned vehicles used, by the Architect with policy limits of not less than One Million 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.

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Commercial Umbrella coverage with limits of at least Four Million Dollars (\$4,000,000) each occurrence, following form over the Commercial General Liability, with subrogation waived.~~

~~§ 2.5.4 Workers' Compensation at statutory limits pursuant to statute.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions, insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Architect shall maintain completed operations coverage for a period of three (3) years after completion.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. certificates shall be on forms approved by the Owner, and shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. Acceptance of the certificates shall not relieve the Architect of any of the insurance requirements, nor decrease the liability of the Architect. The Owner reserves the right to require the Architect to provide insurance policies for review by the Owner. The Architect grants the Owner a limited power of attorney to communicate with the Architect's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.~~

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix

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and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as modified by Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise

specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Not Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8 Civil engineering	<u>Not provided</u>
§ 4.1.1.9 Landscape design	<u>Not provided</u>
§ 4.1.1.10 Architectural interior design	<u>Not provided</u>
§ 4.1.1.11 Value analysis	<u>Not provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Architect</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18 Facility support services	<u>Not provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23 Commissioning	<u>Not provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Architect</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not provided</u>

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§ 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.)

4.1.1.4: Architect shall perform field investigations and confirm existing conditions.

4.1.1.13 Architect shall provide part-time on-site project representation as directed by Owner. Services shall be provided in accordance with AIA B207 attached hereto.

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

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

4.1.1.26: Architect shall prepare separate bid packages if required.

4.1.1.29: Architect shall identify, quantify, prepare plans/specifications for abatement of asbestos containing materials and provide abatement project monitoring services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

~~§ 7.3 The Architect grants to the Owner a nonexclusive an exclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive Service. The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.~~

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

~~§ 7.5 Except as otherwise stated in Section 7.3, the The provisions of this Article 7 shall survive the termination of this Agreement.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by ~~mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a New York State court of competent jurisdiction or the Northern District of New York
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

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

ARTICLE 9 TERMINATION OR SUSPENSION

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted suspension.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements termination.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

- .1 Termination Fee:

None

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 ~~The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~ In compliance with New York General Municipal Law Section 109, the Architect agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the Owner.

~~§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.~~

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§10.10 Independent Contractor Status

§10.10.1 For the purposes of this paragraph, the term "Independent Contractor" shall include the Architect, and any and all of its consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the Owner and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the Owner for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Owner by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Owner. Both the Owner and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

§10.10.2 The Owner shall not make any withholding for taxes or any other obligations. The Architect shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Architect shall indemnify and hold the Owner harmless from all loss or liability incurred by the Owner as a result of the Owner not making such payments or withholdings.

§10.11 The Architect's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Architect's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Architect; no other action on the part of the Architect or any other person or entity is necessary to authorize the Architect's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

§10.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

§10.13 Conflicts among this Agreement and the Exhibits shall be resolved in the following order of precedence:

§10.13.1 Exhibit B, Addendum – Standard Oneida County Conditions

§10.13.2 Any Contract Amendments, in reverse chronological order

§10.13.3 This Agreement

§10.13.4 Exhibit A, Initial Information

§10.13.5 Exhibit D, Site Plan

§10.13.6 Exhibit C, Architect Proposal

§10.14 To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold the Owner harmless against any and all claims (including but not limited to claims asserted by any employee of the Architect and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of

Init.

attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of this Agreement or from the Architect's and/or its subconsultants' failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Owner without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Owner either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Architect under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of this Agreement and the Owner's tendering of the final payment.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Lump Sum Fee of \$86,400.00 for Schematic Design, Design Development, Asbestos Containing Material Survey including sample analysis and reporting, Construction Documents, Bidding, and Record Drawings.

Lump Sum Fee of \$22,320.00 for Construction Phase Services.

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.1.4: Compensation included in lump sum fee for Basic Services.

4.1.1.13: Compensation for on-site representation shall be made on a time and materials basis for work completed utilizing billing rates established in Architects Proposal attached as Exhibit C.

4.1.1.15: Compensation included in lump sum fee for Basic Services.

4.1.1.16: Compensation included in lump sum fee for Basic Services.

4.1.1.26: Compensation included in lump sum fee for Basic Services.

4.1.1.29: Compensation for asbestos containing material building survey, including laboratory sample analysis and reporting included in lump sum fee for Basic Services. Compensation for preparation of plans and specifications for abatement of asbestos containing materials shall be based on a not-to-exceed fee of \$1,800.00. Compensation for asbestos abatement project monitoring and air sampling shall be made on a time and materials basis for work completed utilizing billable rates established in Architects Proposal attached as Exhibit C.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit C

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero (\$ 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 Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Statutory % per annum

~~§ 11.10.2.2 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.~~

~~§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

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.)

Exhibit B, Addendum-Standard Oneida County Conditions

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)~~

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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.)

Exhibit A, Initial Information

Exhibit B, Addendum – Standard Oneida County Conditions

Exhibit C, Architects Proposal

Exhibit D, Site Plan

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

AIA Document B207-2017

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

OWNER (Signature)

Anthony J. Picente, Jr. Oneida County Executive
(Printed name and title)



ARCHITECT (Signature)

David J. Bonacci, AIA Principal
(Printed name, title, and license number, if required)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, P.E., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:01:15 ET on 06/04/2019 under Order No. 7709442895 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)



Mark E. Laramie, P. E.
Deputy Commissioner

(Title)

Division of Engineering
Oneida County D. P. W.

(Dated)

6/14/19

Exhibit A

Initial Information

1. Project Description

1.1. 2.1. This project will complete various repairs to the plaza deck, waterproofing systems, snow melt systems, and water supply at the Oneida County Office Building, 800 Park Avenue, Utica, NY. Work shall include the following items.

1.1.1. Replace plaza deck paver and infill system.

1.1.2. Repair plaza deck waterproofing membrane/system.

1.1.3. Repair all at-grade and sub-grade building perimeter waterproofing systems.

1.1.4. Replace plaza deck snow melt systems.

1.1.5. Replace waterproofing membrane/system and asphalt paving system at B1/B2 parking garage entrance.

1.1.6. Replace snow melt system at B1/B2 parking garage entrance.

1.1.7. Replace water supply piping between backflow valve structure and internal building connection points including potable water and fire suppression systems.

1.1.8. A new hydronic snow melt system shall be installed in areas 1, 2, 3, and 4 shown on **Exhibit D**. A partially functional hydronic system currently serves areas 1, 2, and 3. Area 4 may be bid as an add-alternate.

1.1.9. Consultant shall be responsible for evaluating entire snow melt system, including pumps, heat exchangers, and interior piping, and preparing plans and specifications for all required improvements.

1.2. Bidding Schedule

1.2.1. It is desirable to bid all work items in the last quarter of 2019 and complete all work items prior to December 31, 2020.

2. Scope of Services

2.1. Provide services necessary for the performance and completion of work noted in Section 1, Project Description and Section 2, Scope of Services. Services shall be provided as required and defined in AIA Document B101-2017, modified by County. Services shall include, but not be limited to, the following.

- 2.1.1. Perform asbestos containing material survey. Provide material sampling, analysis, and reporting as required.
- 2.1.2. 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.
- 2.1.3. Prepare, submit application to NYSDOL, and secure approval for required asbestos abatement variances.
- 2.1.4. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall be performed by a NYSDOL certified project monitor.
- 2.1.5. Prepare plans, specifications, and bid packages in compliance with New York State General Municipal Law.
- 2.1.6. Multiple bid packages will be required.
- 2.1.7. Prepare all permit applications and secure all permits. The County shall pay all permit fees.
- 2.1.8. 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.
- 2.1.9. The Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.
- 2.1.10. The Consultant shall provide full time project representation services as defined in AIA Document B207-2017.
- 2.1.11. The Consultant shall provide electronic files and hard copies of all submittals, as-built drawings, and O&M manuals.
- 2.1.12. Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.
- 2.1.13. Consultant shall provide electronic files and one hard copy of all submittals, as-built drawings, and O&M manuals.

EXHIBIT B

ADDENDUM - STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE \

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

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

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

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

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a

- public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

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

- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
 - 1) Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:
 - A. Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. WORKER'S COMPENSATION BENEFITS. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as

defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.
9. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under

this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may

have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

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

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- 17.
- a. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

18. AUDIT.

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single

Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

19. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

- a. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default,
- d. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

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

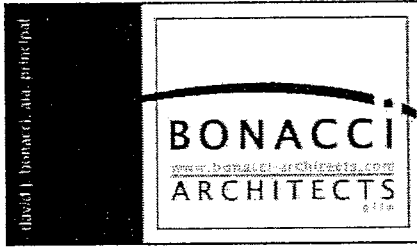
Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

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

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

Exhibit C

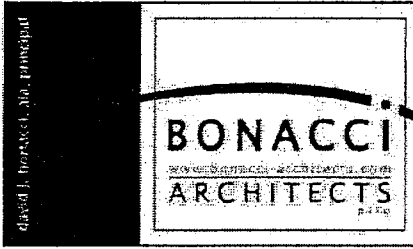


professional a/e services

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

**ONEIDA COUNTY OFFICE BUILDING
PLAZA DECK RECONSTRUCTION**

February 22, 2019



February 22, 2019

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

Re: OCOB Plaza Deck Reconstruction

Dear Mark:

We thank you for the RFP for the above referenced project and submit the following proposal for professional architectural/engineering services. It is based on our current understanding of your requirements and can be modified as mutually agreeable.

I have included streamlined relevant data on our firm's capabilities in this segment of work. We believe we are very qualified for this project given our extensive experience in rehabilitation projects.

Our firm provided similar architectural design services for Onondaga County to the plaza deck at the Everson Museum in Syracuse, NY. We believe we are uniquely qualified for this project and are poised to provide the County with efficient and timely services for the advancement of the current project.

We trust you find everything satisfactory. If you have any questions, please do not hesitate to call. We believe Oneida County will be well served by Bonacci Architects.

Yours truly,

David J. Bonacci, AIA
Principal

formerly FULIGNI•FRAGOLA/ARCHITECTS pllc

5710 commons park drive, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038
110 fulton street, utica, new york 13501 • V 315-797-8666 • F 315-735-3605
e-mail: studio@bonacci-architects.com

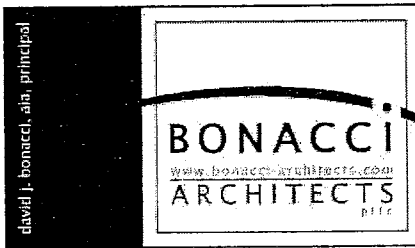


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1 project criteria

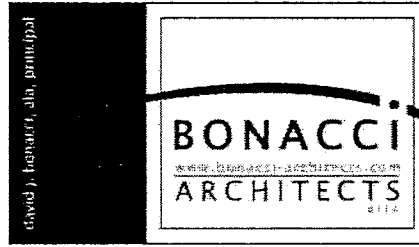
- scope of work
- approach
- proposed schedule

2 project team

- organization chart
- resumes
- relevant experience

3 compensation & forms

- exhibits a, b, c, and d
- fee proposal (exhibit e)
- hourly rate schedule(s)



PROJECT DESCRIPTION

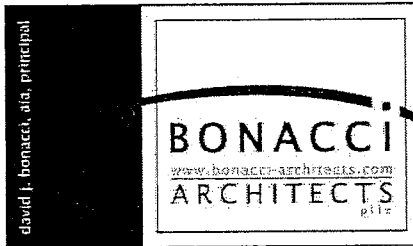
This project will complete various repairs to the plaza deck, waterproofing systems, snow melt systems, and water supply at the Oneida County Office Building, 800 Park Avenue, Utica, NY. Work shall include the following items.

1. Replace plaza deck paver and infill system.
2. Repair plaza deck waterproofing membrane/system.
3. Repair all at-grade and sub-grade building perimeter waterproofing systems.
4. Replace plaza deck snow melt systems.
5. Replace waterproofing membrane/system and asphalt paving system at Ba/B2 parking garage entrance.
6. Replace snow melt system at B1/B2 parking garage entrance.
7. Replace water supply piping between backflow valve structure and internal building connection points including potable water and fire suppression systems.

The total budget for the project is approximately \$3,600,000.00.

SCOPE OF SERVICES

- A. The Consulting Firm selected for this project shall be required to provide services necessary for the performance and completion of work noted in Section 2 and Section 3 of the RFP. Services shall be provided as required and defined in AIA Document B101-2017, modified by the County. Services shall include, but not be limited to, the following:
1. Perform asbestos containing material survey. Provide material sampling, analysis, and reporting as required.
 2. Prepare plans and specifications for abatement of asbestos containing materials. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.
 3. Prepare, submit application to NYSDOL, and secure approval for required asbestos abatement variances.
 4. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall be performed by a NYSDOL certified project monitor.
 5. Prepare plans, specifications, and bid packages in compliance with New York State General Municipal Law.
 6. Multiple bid packages will be required.
 7. Prepare all permit applications and secure all permits. County shall pay all permit fees.
 8. 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.
 9. Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.
 10. Consultant shall provide full time project representation services as defined in AIA Document B207-2017.
 11. Consultant shall provide electronic files and hard copies of all submittals, as-built drawings, and O&M manuals.



PROJECT APPROACH

A thorough kick-off meeting will confirm the scope of work and establish a firm foundation for the successful design of your project. The Schematic Design Phase will include a review of existing building documents, existing conditions, and scope confirmation.

Once the scope and budget have been confirmed and reconciled, Bonacci Architects (BA) will provide Basic Architectural Design Services, including completion of Schematic Design, Design Development, Construction Documents, as well as Bid and Construction Phase services to take your project through to completion.

PROJECT COORDINATION

Oneida County DPW and stakeholders, including maintenance personnel, are important members of the project team. BA's role is to listen to these members, document concerns and verbal statements, and then translate this data into physical facilities that fully satisfy your project requirements. Some key points to project coordination are:

- Communication: Our size, structure and communications toolkit, including our proximity to subconsultants, is such that all staff is in close and frequent communication. All communications between us and the OCDPW and contractors will be originated or confirmed in writing. Wherever possible and appropriate, communications will be electronically expedited.
- Problem Identification & Problem Solving: Problems will be identified and included on the project schedule. Factors bearing on the problems will be identified, as well as the means of investigating and evaluating those factors. Based on the information gathered and its evaluation, options will be posed and recommendations will be made as appropriate to facilitate OCDPW decision-making.
- Schedule Control: From the start of the project, a schedule of major tasks, issues and dates will be prepared, monitored and maintained, indicating who is to do what and when. This project schedule will be the primary vehicle for coordination and control.
- Cost Control: We generally base our cost estimates on the Means reference, modified as appropriate, based on our experience. Estimates are updated during the design phases. Cost implications of design and program decisions are closely considered when making those decisions.
- Quality Control: The high level of staff experience and skill is the primary generator of quality. The day-to-day communication between principal, project architects and staff facilitates quality improvements; also, regular office meetings provide a forum for exchanging ideas and discussing problems and their resolution.
- Subconsultants: BA will provide the architectural expertise with the support of distinguished consultant firms with whom we have enjoyed a regular teaming relationship. Each of these firms has worked effectively with BA on the design of previous projects. Individual subconsultant team members have been selected based on past performance and experience with projects of similar type, size and scope. These same individuals will remain assigned to your project through to its completion.

TASKS APPROACH

- Asbestos Investigation: Our proposed scope of this portion of the project will include the following tasks:
 - a. Review with project team members for work scope and areas impacting suspect or known ACM.
 - b. Collect and sample any remaining suspect materials for analysis that are not clearly defined by previous available reports.
 - c. Triplicate sets of samples will be collected and analyzed for the presence of asbestos from friable suspect materials. Bulk samples will be analyzed by polarized light microscopy (PLM). Single samples of non-friable - organically bound materials (NOB's) will be collected and analyzed by PLM - gravimetric reduction. If necessary, follow-up transmission electron microscopy (TEM) will be performed on those materials determined to be negative for asbestos by PLM.
 - d. Compile list of ACM's affected by the renovations and provide to the project team.

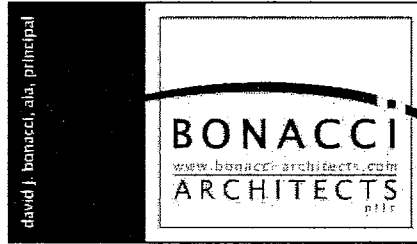
- Completion of Schematic Design: Effective schematic design documents must be based on as detailed an understanding of the design as possible and yet portray the design concepts simply and concisely so that they are easily understandable to all members of both sides of the design team.

- Asbestos Removal Planning & Design (if required): The BA team will be responsible for the comprehensive planning, including the identification of design parameters, specifications, and drawings for the removal and disposal of ACM from the affected areas. Prior to the development of project specifications and drawings, the project design team review will include, but not be limited to, the following:
 - a. Overall scope of the project.
 - b. Walk-through other relevant parts of the affected building.
 - c. Building use and occupancy.
 - d. Site access points and any known safety hazards.
 - e. Review building plans.
 - f. Identification of locations for contractor access, material removal, etc.
 - g. Determination of Oneida County's requirements; incorporation into design.
 - h. Verification of material quantities to be abated including potentially contaminated materials (suspended ceilings, HVAC distribution, lights, etc.) and appurtenances.
 - i. Check building systems for accessibility of electric power and water for abatement.
 - j. Review the proposed work site for project phasing considerations, work area isolation, etc.
 - k. Determine the accessibility of the building occupants to the proposed work areas.
 - l. Determine the need for and petition a single project-specific variance.
 - m. Document pre-existing conditions of the facility.
 - n. Coordinate with the staged removal of existing MEP systems and staged design of reconstructed MEP systems (as needed).

- Design Development: Effective design development documents must fully identify and describe all of the construction work that is to be completed and do so at a sufficient level of detail to make that work fully understandable to all parties. All design decisions need to have been made by this point. Ideally, the design development documents represent a completion of the design activity, though in fact patterns, colors and other such minor appearance issue decisions are frequently decided during the construction document phase.

- Construction Documents: During the construction document phase, the design development information is organized into a more detailed form that can be used by bidders and contractors. Upon completion and final coordination of construction documents, a complete set of reproducible drawings and specifications, including asbestos removal documents, will be provided to the County for reproduction and distribution to bidders.

- Bid & Contract Award: We will be available to assist you in any way we can to make the bid process a success. This includes conducting a pre-bid meeting, providing prompt replies to bidder questions and the timely issuance of any necessary addenda. The BA team will review the technical qualifications of the bidders and bids and make recommendations for award of construction contracts. BA will also provide necessary assistance and coordination with Oneida County in preparing the various contracts.
- Construction Administration: We will provide all construction administration duties required by our contract, including the review of all contractor submittals required by renovation specifications. Also, in order to help realize OCDPW's project delivery-date objectives, we will provide additional assistance to the Owner in his roll as coordinator of multiple prime contractors, or his designated Construction Manager, by including in our construction documents specific requirements that will result in the required level of prime contractor coordination. A construction schedule will be developed and used for tracking the progress of the work and will be reviewed and updated at each job meeting.
- Construction Period Monitoring (if required): The BA team will provide air sampling and project monitoring as required by NYS Code Rule 56. This will include background sampling prior to the start of the project, daily perimeter sampling and project monitoring during removal, and post-abatement clearance sampling as required to comply with ICR56, applicable and/or a site-specific variance. The work will be conducted by an experienced industrial hygiene technician accredited as both a project monitor and air sampling technician. Project monitoring services will include observation, to the extent feasible, of the contractor's work, inspections, and coordination with the Owner and his construction manager.
- Post-Construction: We will provide the Owner with a report summarizing asbestos abatement design services rendered (if necessary). The report will include but not be limited to site logs, air monitoring data sheets, laboratory reports and chain-of-custody forms, contractor submittals, and waste manifest form completed by the contractor. After construction, we will also assist you with your end-of-warranty period evaluations, to have contractors replace any failed materials/work and to enable the OCDPW to update its quality and performance standards as may be required. BA will develop electronic "as-built" drawings from on-site Contractor documentation of changes and our record of changes.



PROJECT SCHEDULE

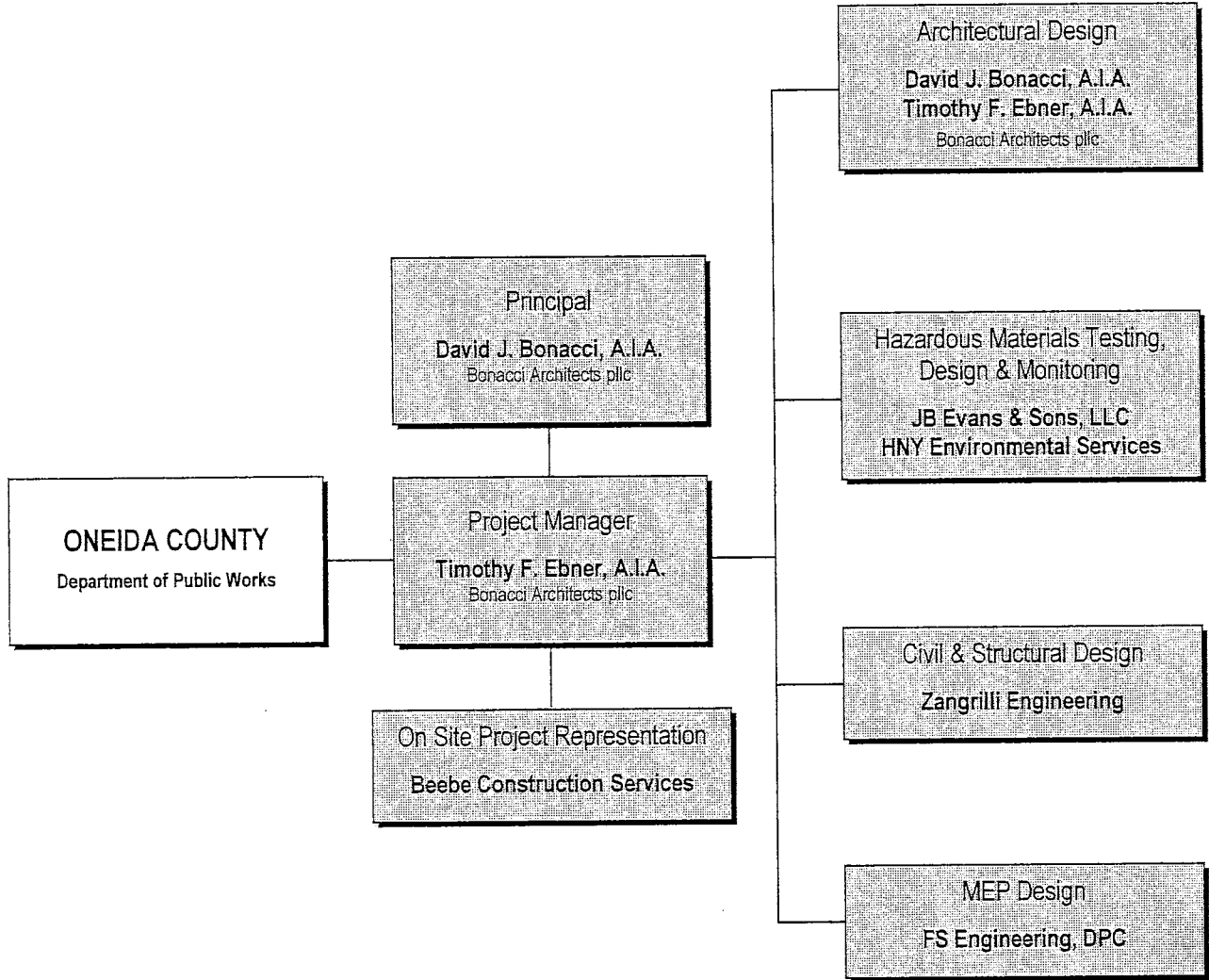
Bonacci Architects has all the design resources required and we are ready to begin work on this project within two (2) weeks from contract award. We have prepared the following preliminary duration schedule for your consideration. This schedule is based on what we believe to be a reasonable timeline given our experience on other Oneida County projects. **If the County is pressed for specific target occupancy dates or for whatever other reason wishes to modify this timeline, BA stands ready to do so.**

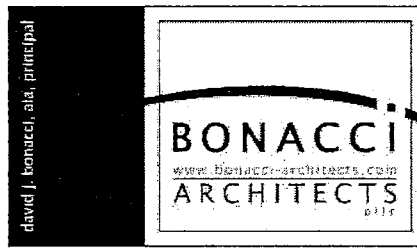
A/E Selection	49 days
Review Proposals	2 days
Final Selection of A/E	2 days
A/E Services Contract Prepared / Signed	45 days *
Planning / ACM Testing	9 days
Project Kick-off Meeting	1 day
Review Documents / Field Conditions	1 day
Material Sampling & Testing / ACM Test Report	5 days
Information Gathering & Research	2 days
Schematic Design (SD) Phase	16 days
Prepare SD Documents	14 days
Prepare Project Budget & Schedule	2 days
Design Development (DD) Phase	21 days
Prepare DD Documents / Update Cost Estimate	21 days
Construction Documents (CD) Phase	31 days
Prepare CD's / Update Cost Estimate	28 days
Print & Distribute Bid Documents	3 days
Bidding / Award Phase	49 days
Advertise / Receive Bids	17 days
Canvas & Award Recommendation	2 days
Award & Contract Signing	30 days *
Construction Phase	270 days
Mobilization	5 days
Complete ACM Abatement	30 days
Alterations	225 days
Closeout	5 days
Review Final Paperwork / As-Builts	5 days

* Pending Oneida County Law Department schedule.

Oneida County Office Building Plaza Deck Reconstruction

PROJECT TEAM ORGANIZATION





PROFILE

Bonacci Architects and its predecessors have been practicing architecture since 1957; this practice has been varied, producing a body of work that includes most project types. We believe that the basic principles of design are applicable to all projects and to new structures, additions and renovations alike.

Bonacci Architects strives for outstanding design and believes that outstanding design is much more than aesthetic form. It is the result of the proper consideration of function, budget, schedule, constructability, maintainability, durability, context, aesthetics, close cooperation with clients and the myriad other factors influencing a specific project.

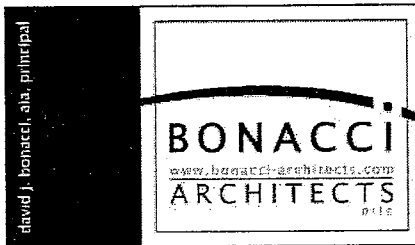
To that end, we provide the following professional services:

Programming	Green Building Design (including LEED)
Master Planning	Construction Contract Administration
Site Analysis and Design	Interior Design
Building Design	Construction Cost Estimating
Code-conformance Surveys	ADA Handicapped Accessibility
Historic Structures (Adaptive Re-use)	Urban Redevelopment

We are architects and our technical staff has high professional qualifications. Their skill and experience provides you with high quality service in optimum time. Medium size and non-departmental structure allow us to handle both large and small projects with efficiency. *The professionals who design the project provide administration of the construction contracts, facilitating continuity of thought and execution.* The benefits for our clients are personalized attention combined with broad technical expertise.

After experience with both in-house engineering and outside consultants, we made a carefully-considered decision to use consultants. We can select those who provide the depth of specialized expertise, in a timely manner, as required for a specific project and its schedule. We find that their responsiveness and coordination with our work is as good as or better than that achievable with in-house personnel, despite the oft-assumed advantage of the latter agreement. *We have the most appropriate team working for you.*

Bonacci Architects provides personal, responsive service. By personal service, we mean that the Principal-in-Charge and Project Architect will be involved in the work from beginning to end. By responsive, we mean that we *listen* and will cooperate with your input, then respond to your needs as expeditiously and completely as possible. We welcome you as an active, contributing member of the team!



DAVID J. BONACCI, AIA

Principal / Director of Design

Years experience with this firm - 38 years; with other firms - 8 years

Registration:

New York No. 015803

Education:

Syracuse University @ Utica College, B.S. Contracts and Construction, 1972

Continuing Education: AIA Continuing Education Seminars
The Roofing Industry Educational Institute Seminars
Sustainable Architectural Initiatives

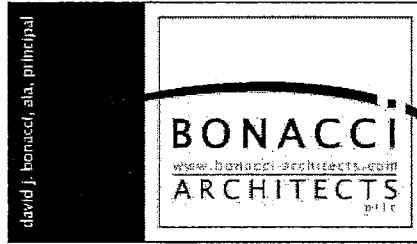
Community:

Sponsorship Chair / Herkimer Area Resource Center Fund Development
Member / CNY Green Building Council
Trustee (former) / Landmarks Society of Greater Utica
Chair (former) / Scenic & Historic Commission, City of Utica

Experience:

Mr. Bonacci has performed programming, design, production and management duties for a variety of building projects and building types. He has been directly involved in various capacities with nearly all projects listed on our experience lists included herein. Some specific projects he has worked on include:

- Plaza Deck Repairs at Everson, Onondaga County, NY
- Concept Design for Proposed Multi-Modal Transportation Center, City of Utica, NY
- Renovations to Oneida County Office Building Receiving Area/Parking Garage, Utica, NY
- Oneida County Emergency Services Facility Expansion, Oriskany, NY
- Oneida County 2017 Facility Improvements, Oriskany, NY
- Oneida County Emergency Services Facility Study, Oriskany, NY
- Public Safety Complex, City of Utica, NY
- Oneida County 911 Emergency Call Center Facility, Oriskany, NY
- MVCC "thINCubator" (2016), Bagg's Square East, Utica, NY
- MVCC ACC Room 116 Renovations, Utica, NY
- The Community Foundation, 2608 Genesee St., Utica, NY
- New Offices for The House of the Good Shepherd, Herkimer Rd., N. Utica, NY
- Façade/Masonry Renovations (2015-2016) at Union Station, Utica, NY
- MVCC Payne Hall Restorations, Utica, NY
- Union Station REA Wing Masonry Repairs, Utica, NY
- Abatement & Renovations to Oneida County Office Building, 6th Floor, Utica, NY
- Abatement & Renovations to Oneida County Office Building, 2nd Floor, Utica, NY
- Renovations to 300 W. Dominick St., Oneida County Offices, Rome, NY
- Addition to Adjusters International, Utica, NY
- Addition to Griffiss Institute, Griffiss Park, Rome, NY (LEED Certified)
- Rehabilitation of the historic Union Station, Utica, NY



TIMOTHY F. EBNER, AIA

Project Manager / Senior Project Architect

Years' experience with this firm - 15 years, with other firms - 30 years

Registration:

New York No. 14553 / NCARB No. 34415

Education:

Syracuse University, B. Arch., 1975

Experience:

Oneida County

- Receiving Area Relocation & Parking Garage Rehabilitation at Oneida County Office Building
- Oneida County Office Building Reconstruction - 6th Floor
- Oneida County Office Building Reconstruction - 2nd Floor
- Reroof Building 13 at former Oriskany Airfield, Whitestown, NY

Mohawk Valley Community College

- Payne Hall Restorations

Onondaga County

- Onondaga County Steam Plant Tunnel Repairs
- Onondaga County Community Plaza Repairs
- Onondaga County War Memorial Ice Rink Expansion & Seating Modifications
- Onondaga County DOT, Preliminary Study for New Facilities
- Onondaga County War Memorial Improvements Concrete Repairs
- Onondaga County War Memorial Alterations
- Onondaga County War Memorial Seating
- Onondaga County War Memorial Seating Study

Utica College

- Accessibility, Zoning & Building Code Studies
- Interior Finishes Upgrades, Various Buildings
- Champlin Road Entrance Signs
- Strebel Hall, Pioneer Café Renovations
- Alterations to Strebel Hall and White Hall
- Clark Athletic Center Addition and Renovations
- Bell Residence Hall

Griffiss Local Development Corporation (GLDC)

- Renovations for GLDC Office Relocation
- Final Tenant Fit-Out for Griffiss Institute Expansion
- Tenant Fit-Out for Griffiss Institute Expansion
- Griffiss Institute Expansion (LEED Silver Project)

Upstate Cerebral Palsy

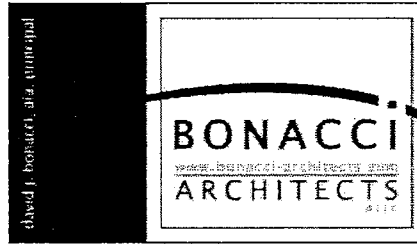
- Educational & Residential Campus Facilities, Griffiss Park, Rome, NY

Saratoga Springs City School District

- 2013-2014 Capital Project, Saratoga Springs City School District
- Envelope Reconstruction, Dorothy Nolan Elementary and Senior High School
- Emergency Roof Deck Repairs, Greenfield Elementary School

Mechanicville City School District

- 2015-2016 Capital Project, Mechanicville City School District
- 2015 Building Condition Survey, Mechanicville City School District
- Pre-Referendum Services, Mechanicville City School District



PROJECT EXAMPLES

Community Plaza Restoration, Syracuse, NY

Description:

Development and design for replacement and restoration of expansion joints, waterproof membrane and limited areas of existing pavement of the suspended structural plaza above the Community Plaza Garage and auditorium wing of the Everson Museum of Art.

Construction Cost: \$457,000±

Completion Date: 2016

Restorations to Payne Hall, MVCC Utica Campus

Description:

Forensic investigation into concrete deterioration issues at the Edward D. Stone designed Payne Hall building including decorative concrete overhang, concrete podium and repairs to the concrete plaza deck. BA also, through diligent research and investigation, identified issue with monumental brick columns.

Construction Cost: \$380,000± (est.)

Completion Date(s): 2014

Other Similar/Relevant Projects

Reconstruction of Uris Terrace, Cornell University, Ithaca, NY

Newhouse Communications Center Plaza Reconstruction, Syracuse University, Syracuse, NY

AN INTRODUCTION TO



6153 Trenton Road, Utica, New York 13502

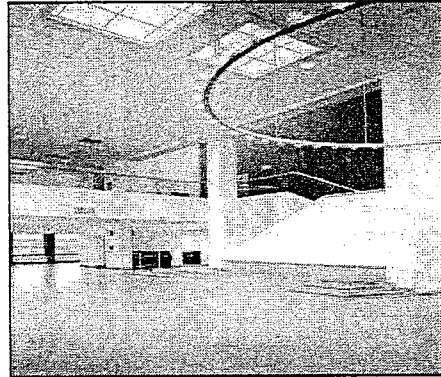
Phone: 315-724-1505 • Fax: 315-724-1187 • email: beebe@beebeconstruction.com

Beebe Construction Services, Inc. (Beebe) offers General Construction, Construction Management, and Design/Build Services. Established in 1912, Beebe has long dedicated itself to provide our community and customers with high quality service throughout the course of the project. Our continued emphases on our quality of work and the services we provide have secured many long-term customers. The majority of our business is from repeat customers and from customer referrals.

Our primary service area is the Mohawk Valley and Upstate New York. Beebe has also established many long-term relationships with companies outside of our primary service area. We have expanded our exposure to many new areas of technologies and construction techniques. This broadened perspective and a continuous process of evaluation allows us to implement these ideas and technologies which will provide measurable benefits for our customers in terms of quality and savings.



We utilize the latest in computer technology to ensure value for our customers on every project. Estimates are prepared using WinEst Software. Expedition is utilized to both manage projects and provide realistic long and short-term schedules and The Construction Manager is used to track job-cost. Beebe has always recognized that our people are our most important asset. We employ 20 project



management, technical support, and administrative staff members. Our honesty and integrity have allowed us to secure and keep some of the best and most talented professionals in the business. By providing the latest tools and training for our employees, we have remained on the leading edge of our industry.

As both General Contractors and Construction Managers, we have successfully completed many major projects, however, we also do many far smaller projects such as additions and remodels. We pride ourselves on providing a wide spectrum of construction services to meet all of our customer's needs.

We have experience building projects funded through the private sector as well as local, state and federal government agencies. We have long-standing quality relationships with many of the finest Architectural and Engineering firms in our market area.

Awards and Accomplishments:

- ✓ 2014 Star Building Systems Master Builder Award "Best of the Government Category"
- ✓ 2013 American Concrete Institute Gold Award for Excellence in Concrete Design & Installation
- ✓ 2012 Star Building Systems Master Builder Award "Best of the New York District"

- ✓ 2011 A Time to Build "Best Green Renovation Project" for Hamilton College Emerson Hall Project
- ✓ 2011 Design & Installation Award "Excellence in Masonry" for Willow Path Bridge Replacement at Colgate University
- ✓ 2009 ACI Silver Award for Excellence in Masonry Design & Installation
- ✓ 2005 & 2007 "Outstanding Builder Award", presented by Star Building Systems
- ✓ Certificate of Recognition, presented by the Westmoreland Historical Society
- ✓ American Institute of Architects "Central New York Merit Award"
- ✓ Construction Economists & Analysis, Letter of Recognition

Letters of Recommendation from the following:

- Adirondack Central School District
- Carthage Central School District
- Clinton Central School District
- Colgate University
- Eastern Star
- Hamilton College
- Harmony Group
- Herkimer County Community College
- Holland Patent
- Stanley Theater Performing Arts Ctr.
- Holland Patent Central School
- Mohawk Valley Community College
- Munson Williams Proctor Arts Institute
- Presbyterian Homes & Services
- Rome City School District
- Sitrin
- Utica College
- West Canada Valley Central School District
- Bonacci Architects
- King & King Architects
- MSA Architecture



Responsibilities/Background

Mr. Benincasa has been with H. R. Beebe, Incorporated since 1982, and became President /Co-Owner of H. R. Beebe in 1998. He has also been the Vice President/Co-Owner of Beebe Construction Services since 1998.

Mr. Benincasa's responsibilities include: Chief Executive Officer, contract administration, and project estimating. Mr. Benincasa has experience as a project superintendent, and senior estimator with H. R. Beebe, Inc. He also has prior experience with the New York State Department of Transportation as an assistant engineer and surveyor.

Mr. Benincasa oversaw: \$25 mil. Presbyterian Home Preswick Glen Project; \$20 mil. Stanley Theater Expansion Project; \$22 mil. Harmony Mills Apartment Project; \$22 mil. Scarsdale New Assisted Living Facility; \$16 mil Eastwyck Village Senior Housing Complex and \$4 mil. Eastern Star Home Expansion – North Wing Addition.

Mr. Benincasa was also the lead Construction Manager on over \$15 mil. of construction at Munson Williams Proctor Arts Institute including the School of Art Building and Neighborhood Revitalization Project.

Past Project Experience

Ambassador at Scarsdale
*\$23 mil. New Assisted Living Facility
Scarsdale, NY*

Harmony Mills Apartments
*\$22 mil. Renovation Project
Cohoes, NY*

Eastwyck Village
*\$16 Mil New Senior Housing Complex
North Greenbush, NY*

Mohawk Valley Community College
*Jorgensen Event Center and
Gymnasium Renovations
Utica, NY*

**Mohawk Valley Community College
Capital Improvement Project**
*New Construction and Renovation
Utica, NY*
Over \$20 million project which included a 70,000 square foot Laboratory / Computer / Conference Center Building. Programming changes to the Academic Building and extensive architectural, mechanical and electrical renovations to Payne Hall. The project involved extensive program changes on a fully occupied campus.

Presbyterian Home for Central New York

- *Additions and Renovations
Center and Housing for Adult Living
Construction Management Project*
- *\$25 mil. Presbyterian Home Preswick Glen
Project
New Hartford, NY*
Provided overall project coordination.

Eastern Star

*\$4 mil Eastern Star Home Expansion – North
Wing Addition.
Oriskany, NY*

Stanley Theater

*\$20 mil. Stanley Theater Expansion Project.
Utica, NY*

394 Hangar Rd. Corp.

*Griffiss Hangar Expansion, Bldg. #101
Rome, NY*

Munson Williams Proctor Institute

- *Museum Expansion*
- *School of Art Building*
- *Neighborhood Revitalization Project
Utica, NY*
Project Administrator of a \$3.0 million Underground Art Storage Facility and Administrative Offices.

GREGORY S. BENINCASA

Principle – Vice President

Experience (continued)

Carbone Auto Group - Don's Ford

Addition and Renovations

Utica, NY

Carthage Central School District

Capital Improvements -

Construction Management Project

Carthage, NY

Provided overall project coordination

City of Little Falls

Slow Sand Filter Plant

Little Falls, NY

United Cerebral Palsy

New United Cerebral Palsy Center

Utica, NY

Project Administrator for the \$3.6 million United Cerebral Palsy Center that included the construction of a 20,000 square foot Program Building, a 15,000 square foot Administration Building, along with complete site development and playground area. The job duration was nine months, using "Fast Track" design/construction method.

Education

B.S. Construction Management 1983

Utica College of Syracuse University Utica, NY

A.A.S. Civil Technology 1979

Mohawk Valley Community College Utica, NY

2002 Alumni of Merit Award

Mohawk Valley Community College

Professional Affiliations

Past President of Board of Directors

Mohawk Valley Builders Exchange

Past Vice President of Board of Directors

Building Industry Employers of New York State

Past President

Mohawk Valley Construction Employers Association

Board Member

Stanley Center for the Arts

Past President and Board Member

Rotary Club of Utica

2 time Paul Harris Fellow

Past Trustee

St. Leo's The Great Church, Holland Patent, NY

JAMES R. FAWCETT
Project Director



**General Construction
Construction Management
Design-Build**

Responsibilities/Background

Mr. Fawcett has been with H. R. Beebe, Inc. since 2000. As Project Director, he is responsible for overseeing all aspects of Construction Management projects, including pre-construction planning and budgeting, developing bid-packaging strategies, developing and enforcing project schedules, project cost control, and resolving contractual issues.

Prior to working for Beebe, Mr. Fawcett was responsible for managing institutional and government construction projects through New York State and the Mid-Atlantic region. His responsibilities included contract negotiation, managing subcontractors, managing project schedule, budget, and change orders.

Experience

Preswick Glen

New Senior Housing Community
\$27 million
New Hartford, NY

Mohawk Valley Community College

- *New Field House and Renovations to Existing Gym at Utica, NY campus*
\$17 million
- *Additions and Reconstruction of Rome, NY campus*
\$29 million

Oneida County Airport

Renovate three Hangars and Construct three new Hangars
\$16 million
Rome, NY

Westmoreland Central School District

New 72,000 sq. ft. Middle School
\$8.4 million

Clinton Central School District

- *District Wide Capital Project*
\$7.5 million
- *2018 Capital Project*
\$18 million

Rome City School District

Bellamy Elementary School Additions & Renovations
\$5 million

Holland Patent Central School District

Renovations and Additions
\$6.5 million

Colgate University

- *Preconstruction Services for Lathrop Hall Structural retrofit and Complete Rehabilitation of Historic Masonry Structure*
\$5million
 - *Chapel House Addition and Renovations*
\$2.5 million
- Hamilton, NY

Mechanicville City School District

Capital Project
\$30 million

City of Little Falls

Water Filtration Plant
\$4.9 million

St. Elizabeth's Medical Center

Additions and Renovations
\$2 million
Utica, NY

Turning Stone Casino

- *Exit 33 Concrete and Core and Shell Packages*
\$4.3 million
 - *Renovations to Executive Offices*
\$3 million
- Verona, NY

Saratoga Springs City School District

- *2013 Reconstruction*
\$6.5 million
- *2014 Capital Project*
\$3.4 million

EXPERIENCE PRIOR TO H. R. BEEBE:

SUNY Health Science Center

Addition & Renovation to Medical Facility
\$34 million
Syracuse, NY

Saratoga County

Waste Water Treatment Plant Additions/Renovations
\$10 million

Army Corps of Engineers, Fort Drum

Tank Wash Facility
\$8.7 million
Watertown, NY

City of Auburn

Water Treatment Plant Additions and Renovations
\$13 million
Auburn, NY

Education

B.S. Construction Engineering, SUNY College of Environmental Science and Forestry, Syracuse, NY

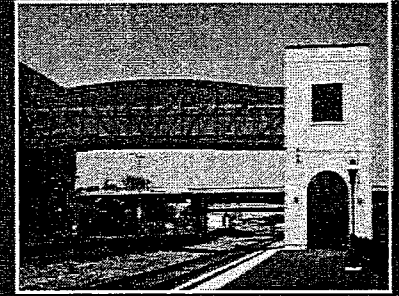
Union Station, Boehlert Center

► ► ► Oneida County Department of Public Works



Beebe has been providing Construction Management Services for \$8,300,000 in Additions and Alterations to Union Station since 2000. This fully occupied site is one of the hubs of transportation in Upstate New York.

This historic building project has involved multiple design consultants, the implementation of many significant program changes in the use of the facility, and the coordination of many State and Federal agencies for National Preservation. The re-engineering of track layout, overhead walkway from station platforms to main lobby, renovations of interior office spaces and exterior canopy, roofs, and masonry restorations.



Oneida County Office Building

►►► Asbestos Abatement and Interior Renovations

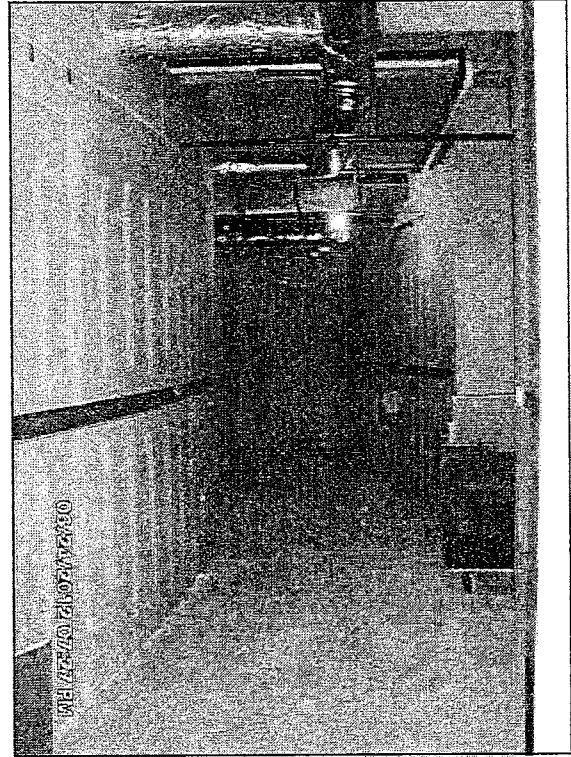
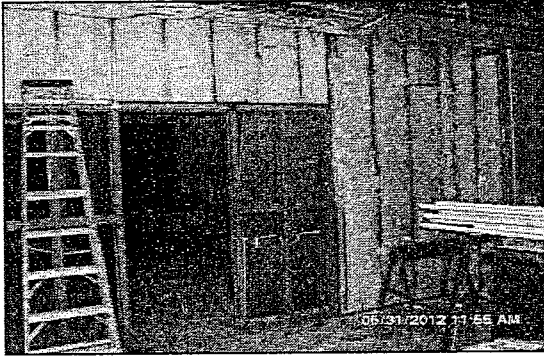


Beebe provided Construction Management Services for two separate phases of construction for the first floor of the County Office Building. The two phases consisted of Asbestos Abatement and Interior Renovations to the south side of the building, following with the next phase of Asbestos Abatement and Interior Renovations of the north side of the building. Both phases combined were budgeted at \$2,807,400 for the total project.

The first floor was completely renovated to be used for the Social Services Department. The renovation included a new intake room, private offices, and new interview rooms for potential clients. Beebe also coordinated the move of the Department of Motor Vehicles from the first floor of the Oneida County Office Building to their new location at Union Station, which was also overseen by our firm.

Oneida County Office Building

► ► ► 6th Floor Asbestos Abatement & Interior Renovations



Beebe provided construction management services for the renovations to the 6th floor of the Oneida County Office Building.

The project consisted of demolition and asbestos abatement of the existing sprayed fireproofing and the complete reconfiguring and reconstruction of the entire 6th floor.

The reconstruction provided new facilities for the purchasing department, personnel, veterans affairs, contract administration, and the Oneida County Credit Union, among others

Beebe worked with the architect and their engineers during the programming, schedule, design and budgeting stages to aide in meeting the needs of the client.

Beebe worked directly with all department heads and staff to discuss all scheduling issues to keep the offices working on a normal basis and organized and scheduled the multiple moves that were necessary to complete this project.

Zangrilli Engineering
322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011

Areas of Expertise

CIVIL ENGINEERING

Site Development and Re-Development
Stormwater Management
Water Distribution Systems
Sewage Collection Systems

STRUCTURAL INVESTIGATIONS, ANALYSES AND REPORTS

Floor Live Load Capacity Studies
Roof Live Load Capacity Studies
Evaluation of Existing Building Structures
Feasibility Studies

STRUCTURAL SYSTEMS

Building Foundations
Heavy Timber Structures
Steel Building Structures
Concrete Building Structures
Concrete and Steel Parking Structures
Composite Steel and Concrete Building Structures
Equipment Foundations and Support Systems

PROJECT TYPES

Commercial Facilities
Educational Facilities
Gaming Facilities
Housing
Industrial Facilities
Medical Facilities
Municipal Facilities
Office Buildings
Pre-Engineered Metal Building Foundations
Theaters

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013

Albert A. Zangrilli, P.E. formed Zangrilli Engineering in May 1992. Prior to that he worked for Almy & Associates, Consulting Engineers and Gowdy & Hunt, Consulting Engineers. Zangrilli Engineering is a consulting engineering firm that specializes in civil and structural engineering. Mr. Zangrilli has been practicing civil engineering and designing new structural systems and analyzing and investigating existing structural systems for over forty years. The civil engineering work includes site development for residential, commercial, industrial and institutional projects. It also includes domestic water distribution as well as sanitary and storm sewer design. The structural system designs include building foundations, heavy timber structures, steel building structures, concrete building structures, composite steel and concrete building structures and equipment foundations and support systems. The analyses and investigations include floor live load capacity studies, roof live load capacity studies and evaluation of existing building structures.

Zangrilli Engineering currently employs five people. The technical staff includes Albert A. Zangrilli, PE, principal/professional engineer, Robert R. Ellison, P.E., professional engineer, Albert A. Zangrilli, III P.E., professional engineer, Benjamin Taylor, civil technician and Michael R. Flack, CADD drafter.

Albert A. Zangrilli, P.E.

Zangrilli Engineering
322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011

Education: A.A.S. Degree, 1975
Civil Technology
Mohawk Valley Community College
Utica, New York

B.S. Degree, 1977
Civil Engineering
Clarkson College of Technology
Potsdam, New York

Registration: Professional Engineer

New York
North Carolina
Pennsylvania
Vermont
Virginia

Experience: May 1992 - Present
Zangrilli Engineering
Whitesboro, New York

October 1980 - May 1992
Almy & Associates
Consulting Engineers
Utica, New York

June 1977 - October 1980
Gowdy & Hunt, P.C.
Consulting Engineers
Painted Post, New York

Expertise: Civil and Structural Engineering

Robert R. Ellison, P.E.

Zangrilli Engineering
322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011

Education: Masters Degree, 1996
Civil Engineering
Clarkson University
Potsdam, New York

B.S., 1995
Civil Engineering
Clarkson University
Potsdam, New York

Registration: Professional Engineer

New York
Maryland

Experience: July 1996 - Present
Zangrilli Engineering
Whitesboro, New York

May 1996 - July 1996
Livingston County Highway Department
Conesus, New York

Expertise: Civil and Structural Engineering

CONCRETE DECK RESTORATION
AND
WATERPROOFING PROJECTS

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: St. Elizabeth Hospital Parking Garage Renovations
St. Elizabeth Hospital
2209 Genesee Street
Utica, New York

Description: Renovations to all levels of the parking garage including concrete deck repairs and replacement, structural steel repairs and re-painting and waterproofing. Work was done in three phases.

Cost: \$1,426,100.00 Total

Owner: St. Elizabeth Medical Center
2209 Genesee Street
Utica, New York 13501

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Franklin Square Phase V Parking Deck
Railroad Street
Saratoga Springs, New York

Description: Waterproofing the exposed plaza deck portion, 17,800 square feet, of the concrete deck over the underground parking garage with a liquid applied urethane deck coating.

Cost: \$184,230.00

Owner: Bonaccio Construction, Inc.
18 Division Street
Saratoga Springs, New York 12866

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Franklin Square Phase IV Parking Deck
Railroad Street
Saratoga Springs, New York

Description: Waterproofing the exposed plaza deck portion, 10,600 square feet, of concrete deck over the underground parking garage with a liquid applied urethane deck coating.

Cost: \$104,410.00

Owner: Bonaccio Construction, Inc.
18 Division Street
Saratoga Springs, New York 12866

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Renovations to the Utica Place Parking Garage
Burnet Street
Utica, New York

Description: Renovations to all three levels of the parking garage including concrete deck repairs and replacement, structural steel repairs and re-painting, lower level asphalt repairs and waterproofing.

Cost: \$1,028,430.00

Owner: City of Utica Parking Authority
614 Broadway
Utica, New York 13502

Status: Construction Completed

WATER PIPING PROJECTS

Zangrilli Engineering

322 Oriskany Boulecard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e-mail: engineers@ZangrilliEngineering.com

Project: Water Service Upgrade
Bonide Products, Inc.
6301 Sutliff Road
Oriskany, New York

Description: Upgrade the water service entrance piping and backflow prevention for additional process water and fire protection water.

Cost: \$25,275.00

Owner: Bonide Products, Inc.
6301 Sutliff Road
Oriskany, New York 13424

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulecard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e-mail: engineers@ZangrilliEngineering.com

Project: Water Service Upgrade
ARC Residence
2470 Huth-Sayer Road
Oriskany Falls, New York

Description: Upgrade the water service entrance piping and backflow prevention for additional fire protection water.

Cost: \$10,335.00

Owner: ARC Oneida-Lewis Chapter
241 Genesee Street
Utica, New York 13501

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Water Service Upgrade
ARC Residence
1607 Brookside Avenue
Utica, New York

Description: Upgrade the water service entrance piping and backflow prevention for additional fire protection water.

Cost: \$9,950.00

Owner: ARC Oneida-Lewis Chapter
241 Genesee Street
Utica, New York 13501

Status: Construction Completed

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Robinson Road Water Main Extension
Robinson Road
Kirkland, New York

Description: 2,520 lineal feet of 12" water main and accessories along Robinson Road
to upgrade the water service to Indium Corporation of America.

Cost: \$351,500.00

Owner: Indium Corporation of America
34 Robinson Road
Clinton, New York 13323

Status: Waiting for Construction

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e mail: engineers@ZangrilliEngineering.com

Project: Water Main Replacements
Various Street
Newport, New York

Description: Replace 13,450 linear feet of old small water mains with new 8" water mains and accessories on various street in the Village of Newport. Work was done in three phases.

Cost: \$687,950.00 Total

Owner: Village of Newport
7370 Main Street
Newport, New York 13416

Status: Construction Completed

FIRM PROFILE – FS Engineering, DPC



Principals

Elizabeth P. Fisher, P.E.
Grace L. Sack, CPDT

Associates

Gerald P. Cowden
Douglas M. Clay, LEED AP
Francis J. Reid

Business Associate

Paul C. Sack, P.E., LEED AP, CPD
Sack & Associates Consulting Engineers, PLLC

Highlights

- Seven licensed Professional Engineers
- Professional staff of 28
- Three LEED Accredited Professionals
- Average staff tenure of 15 years
- Award winning projects
- NYS Certified WBE

HISTORY – FS Engineering, DPC, was established in 2016 when Elizabeth Fisher and Grace Sack saw an opportunity to branch off from Sack & Associates, Consulting Engineers, PLLC, to provide HVAC, Plumbing, and Fire Protection Professional Engineering Services on a smaller scale and as a New York State Certified WBE. Recognizing the strength of the Sack & Associates Team, they continued utilizing them when necessary on larger projects and projects requiring Electrical Engineering support. In January of 2019, FS Engineering acquired Sack & Associates' employees to better serve clients offering a broader range of services and experience.

Our Team is comprised of 28 professionals (including seven licensed Professional Engineers, three LEED Accredited Professionals, and four administrative)

Our Goal is to provide clients with sustainable, energy-efficient, cost-effective designs that are tailored to meet their project. FS's newly acquired team provides strong project experience in many market sectors – K-12, Colleges, Healthcare, Commercial, Industrial – which allows our engineers to bring successful approaches and technologies from one sector to another. We focus on communication between our Client and Project Partners to ensure project success.

The Firm Specializes in energy modeling and conservation, building management, fire alarm, security, communications, HVAC, plumbing and medical gas systems, as well as electrical lighting, power distribution, site lighting, geothermal systems, combined heat and power systems, and fire protection.

All construction documents are produced in-house with the latest version of AutoCAD or Revit. Building Information Modeling (BIM) is an integral part of our designs.

Professional Affiliations:

- American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)
- National Fire Protection Association (NFPA)
- National Society Professional Engineers (NSPE)
- American Society of Plumbing Engineers (ASPE)
- Illuminating Engineering Society (IES)
- Institute for Electrical and Electronic Engineers (IEEE)
- International Code Council (ICC)
- Central New York Society for Healthcare Engineering
- Greater Syracuse Chamber of Commerce
- Syracuse Builders Exchange

Client Focused | Solution Oriented | Innovative Design

FS FS Engineering, DPC
721 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 www.fsengineering.pro

EXPERIENCE

Elizabeth has more than 13 years' experience in preparing piping and HVAC layout drawings and developing concept design and contract drawings. Project experience includes planning and layout of HVAC systems for office buildings, schools, parking garages, medical office buildings, hospitals, maintenance facilities, fire stations, restaurants, and banks.



SELECTED PROJECTS

With FS Engineering:

Private Residential Pool, Newport, NY

- Provided the mechanical design of an approximately 2,000 square foot residential addition including an indoor pool and great room. The HVAC System included a ducted dehumidification unit with heat recovery for supplemental pool water heating and radiant floors for space heating.

With Sack & Associates:

Skaneateles Village of, Skaneateles, NY

- Mechanical renovations to 5,000 SF fire house into Village and Village Police offices. A geothermal well field and heat pump system were designed to provide on-site energy for heating and cooling extracted from underground. Variable-air-volume, geothermal heat pumps along with variable-flow circulation pumps and an energy-recovery ventilation unit to recover latent and sensible energy while maintaining proper ventilation all contribute to the reduction of energy consumed making this facility the first "Net-Zero" energy municipal building in New York State. Electric snow melting was included in project.

Onondaga Community College, Syracuse, NY

- HC3 Dormitory - Renovation to an existing (circa 1950) 40,000 SF building for use as a College Residence Hall. Though the project did not apply for LEED status, many of the M/E/P systems complied with LEED strategies including water-conserving fixtures and faucets, high efficiency lighting, high-efficiency water source heat pumps, condensing boilers, energy-recovery ventilation units, variable-flow pumping, variable-speed cooling tower fans, and chemical-free water treatment. A snow-melting system was also included for the main entrance stairs.

Education

University of Rochester
B.S. Mechanical Engineering

Certification

Professional Engineer, New York, 2016

Professional Affiliation

American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) member

National Society of Professional Engineers (NSPE)

Employment

FS Engineering, DPC
Principal, Mechanical Engineer

Sack & Associates Consulting Engineers, PLLC
Mechanical Engineer

IBC Engineering, PC
Junior Engineer

Clark Paterson Lee
Junior Engineer



EXPERIENCE

Jim has more than eight years' experience developing concept design and preparing piping and HVAC layout for contract drawings. Projects have included renovations, additions, and new building design for higher education facilities, schools K through 12, hospitality, and medical facilities. He has worked on several water source/ground source heat pump systems for various types of facilities.

SELECTED PROJECTS

Cornell University, Cornell University, Ithaca, NY

- Olin Hall Entrance Renovations. Mechanical design to support replacement of walkway and entrance doors which included **snow melting**

Elmira College, Elmira, NY

- Meier Hall - New 140-bed, multi-story, residence hall designed in the traditional Collegiate Gothic architectural style. Project included design of air conditioning, laundry, storage, study and recreation rooms, and two music-practice rooms. A **snow-melting system** was designed for front entrance stairs and sidewalk.

Hamilton College, Health & Counseling, Clinton, NY

- Mechanical design for new 14,150 SF, two-story facility to house Campus counseling for wide variety of issues such as relationships, substance use and abuse, body image, and self-confidence. **Snow-melting systems** included a 350 SF sidewalk for emergency response personnel and 700 SF front entrance patio.

Lake Lawn, LLC – Private Client

- Provided Mechanical design for 25,000 SF main house, 5,000 SF barn, 3,600 SF Lake House, 1,600 SF Gate House, a tennis pavilion, and related site utilities including a geothermal well field. A 12,500 SF driveway **snow-melting system** was design including different priority zones for greater snow removal but ultimately value engineered down for cost reasons.



Education

State University of New York at Buffalo
B.S. Mechanical Engineering

Professional Affiliation

Member American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)

Employment

Sack & Associates Consulting Engineers, PLLC (2007)
Mechanical Engineer
Intern Engineer

Precision Systems Manufacturing, Inc.
General Engineer





EXPERIENCE

Brian has more than 32 years' experience in the preparation of feasibility and technical assistance studies and construction documents as a senior electrical engineer.

Specific project experience includes the design of lighting, power emergency power, fire alarm and communication systems for schools, hospitals, psychiatric centers, medical office buildings, parking garages, maintenance facilities, and child care centers.



Education

Clarkson University
 B.S.E.E. Electrical Engineering

Northern Essex Community College
 A.A.S. Electrical Engineering
 A.A.S. Electronics

Professional Affiliation

Professional Engineer, New York, 1995

Employment

Sack & Associates Consulting Engineers,
 PLLC
Senior Engineer, Electrical Division

Beardsley Design Associates, P.C.
Senior Electrical Engineer

Weeks Engineering
Electrical Engineer

Beardsley, Beardsley, Cowden, & Glass, P.C.
Electrical Engineer

SELECTED PROJECTS

Oneida County

- 120 Airline Street Renovations. Create office space for 14 employees. One conference room and one training forum (mock courtroom).
- Emergency Services Facility Addition and Renovations.

Oneida City School District, Oneida, NY

- High School exterior lighting replacement.
- Oneida Castle - re-activation of building for all Day Pre-K and District Offices.
- Additions and renovations to the District's Elementary School buildings, Middle School, Junior-Senior High School, Maintenance Facility, and new Athletic field seating and Press box structure.
- High School stage lighting system upgrades.
- Middle School lighting upgrades for interior and site.

McHarrie Towne Independent Living Center, Baldwinsville, NY

- Electrical and site utility design for senior residential buildings including a community building and townhouses.

Village of Skaneateles, Skaneateles, NY

- Renovate 5,000 SF of existing fire house into net-zero energy usage offices for Village and Village Police Department including LED lighting, geo-thermal heating and cooling, and coordination for PV solar array installation. Sidewalks and vestibule were designed with in-slab electric **snow-melt/heating**.





SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC
721 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 Fax: 315-471-4044
www.sack.pro

PAUL C. SACK, P.E., CPD,
LEED® Accredited Professional
Principal/Consultant

EXPERIENCE

Paul has more than 43 years' experience in the preparation of feasibility and technical assistance studies and construction documents as both a Senior HVAC Engineer and a Project Manager.

Project experience includes design of HVAC systems for schools, hospitals, psychiatric centers, commercial and medical office buildings, parking garages, maintenance facilities, heliports, and childcare centers.

Specific systems include numerous water source heat pump and VAV systems, 90,000 lbs/hr steam boiler plant, 2800-ton chilled water plant, steam back-pressure and gas engine-generator steam cogeneration plants.

SELECTED PROJECTS

St. Joseph's Hospital Health Center, Syracuse, NY

- M/E design for a three-story medical office building above a seven-story parking garage with four new elevators and a pedestrian bridge connecting the facility to the main hospital. HVAC system serving the Medical Office Building consists of a high-efficiency, water-source, heat pump with a supplemental, indirect, gas-fired, make-up air ventilation system with DDC controls. A **snow-melting system** was designed for the exposed upper-deck of the Parking Garage

Oneida County Emergency Services, Oneida, NY

- Emergency Services Facility Addition and Renovations.

Oneida County Courthouse, Oneida, NY

- Renovations to Fourth and Fifth Floors including courtroom, judges' chambers, and offices.
- M/E renovations to Second and Third Floors. Renovation of office space, court rooms, toilet rooms, HVAC systems, data and telecommunication, security and access control systems.

Oneida County Office Building, Oneida, NY

- M/E renovations to Fifth Floor.
- Replace existing sound/video system in Board of Legislators Chambers, 10th Floor.
- M/E renovations to Server Room.



Education

Syracuse University
B.S. Mechanical Engineering

Licenses & Certifications

Professional Engineer, New York, 1980
Professional Engineer, Colorado, 2001
Professional Engineer, Pennsylvania, 1992
Certified in Plumbing Design (CPD) by
the American Society of Plumbing
Engineers (ASPE) 1990
LEED Accredited Professional, 2006

Professional & Community

Affiliations

National Society of Professional Engineers
Member of American Society of Plumbing
Engineers
ASHRAE Member (served as Chairman of
Education and Research Committees)
Past Member Syracuse University - Energy
Systems Advisory Board
Past Trustee and Board Vice President of
Manlius Pebble Hill School
YMCA of Greater Syracuse
(Past Board of Directors - retired 6/2013)

Employment

Sack & Associates Consulting Engineers,
PLLC (1988)
Principal
Robson & Woese, Inc.
Senior Engineer/Project Manager
Carrier Corporation
Development Engineer
Various residential developers
Electrician and Carpenter

Relevant Projects

Snow-Melting Projects:

Cornell University, Ithaca, NY

- Olin Hall Renovations. MEP to support replacement of walk and entry doors. Includes **snow melting**, drainage, lighting, and card access.

Elmira College, Elmira, NY

- Meier Hall - New 140-bed, multi-story, residence hall designed in the traditional Collegiate Gothic architectural style. Project included design of air conditioning, laundry, storage, study and recreation rooms, and two music-practice rooms. A **snow-melting system** was designed for front entrance stairs and sidewalk.

Hamilton College, Health & Counseling, Clinton, NY

- Mechanical design for new 14,150 SF, two-story facility to house Campus counseling for wide variety of issues such as relationships, substance use and abuse, body image, and self-confidence. **Snow-melting systems** included a 350 SF sidewalk for emergency response personnel and 700 SF front entrance patio.

Lake Lawn, LLC – Private Client

- Provided Mechanical design for 25,000 SF main house, 5,000 SF barn, 3,600 SF Lake House, 1,600 SF Gate House, a tennis pavilion, and related site utilities including a geothermal well field. A 12,500 SF driveway **snow-melting system** was design including different priority zones for greater snow removal but ultimately value engineered down for cost reasons.

Village of Skaneateles, Skaneateles, NY

- Renovate 5,000 SF of existing fire house into net-zero energy usage offices for Village and Village Police Department including LED lighting, geo-thermal heating and cooling, and coordination for PV solar array installation. Sidewalks and vestibule were designed with in-slab electric **snow-melt/heating**.

St. Joseph's Hospital Health Center, Syracuse, NY

- Lobby renovation project included lobby entrance **snow melting**.
- M/E design for a three-story medical office building above a seven-story parking garage with four new elevators and a pedestrian bridge connecting the facility to the main hospital. HVAC system serving the Medical Office Building consists of a high-efficiency, water-source, heat pump with a supplemental, indirect, gas-fired, make-up air ventilation system with DDC controls. A **snow-melting system** was designed for the exposed upper-deck of the Parking Garage

Syracuse City of, Syracuse, NY

- MONY parking garage rehabilitation including **in-slab entrance ramp heating systems**, and dry-pipe sprinkler systems throughout.

Westmoreland Ambulatory Surgery Center, Westmoreland, NY

- Construction of a new 18,000 SF Ambulatory Surgery Center - Design-Build. Project included design of a **snow-melting** system for sidewalks.

Other Relevant Projects:

Oneida County

- 120 Airline Street Renovations. Create office space for 14 employees. One conference room and one training room (mock courtroom).
- Emergency Services Facility Addition and Renovations



SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC

FS ENGINEERING, DPC
A Beck Group of the Capital Group



Oneida County Courthouse, Oneida, NY

- Renovations to Fourth and Fifth Floors including courtroom, judges' chambers, and offices.
- M/E renovations to Second and Third Floors. Renovation of office space, court rooms, toilet rooms, HVAC systems, data and telecommunication, security and access control systems.

Oneida County Health Clinic, Utica, NY

- Toilet room and miscellaneous M/E renovations.

Oneida County Office Building, Oneida, NY

- Replace frozen (leaking) water risers serving Floors One through Five in northeast corner of building.
- M/E renovations to Fifth Floor.
- Replace existing sound/video system in Board of Legislators Chambers, Tenth Floor.
- M/E renovations to Server Room.



JB Evans & Sons, LLC offers the following services to water authorities, school districts, architectural and engineering firms; municipal, and industrial clients:

Asbestos Services – AHERA and NYS trained and certified

- Surveys and Sampling: pre-renovation, pre-demolition, OSHA compliance surveys
- Management Plans: AHERA management planning, regulatory compliance and safety planning
- Asbestos compliance program establishment
- Designs: technical specifications and detailed project requirements integrated into project bid documents
- Variances from NYS Code Rule 56 to address project-specific requirements
- Compliance assistance: regulatory review and compliance assistance
- Training: Initial and annual refresher asbestos training courses, asbestos awareness training
- Asbestos Project Monitoring and Air Monitoring throughout construction

Environmental Services – Over 30 years of professional experience

- Coordination of multiple environmental concerns in surveys
- Integration of multiple environmental concerns into project bid documents
- Surveys/inventory of environmental concerns, including PCBs, lead-based paint, mold, mercury and universal waste. Lead and mold will be coordinated with specialty subconsultants

Radon – Trained through Rutgers University, certified by National Radon Proficiency Program (NRPP)

- Short-term testing using charcoal canisters
- Long-term testing using alpha track detectors
- Regulatory compliance assistance
- Mitigation system design and installation



James B. Evans

TECHNICAL EXPERTISE

- Coordination of environmental assessments and remedial design
- Asbestos Project Design
- Asbestos inspection and management planning
- Environmental training programs
- Preparing programs for management of asbestos in place
- Preparing cost estimates for environmental remedial actions
- Radon testing and residential mitigation systems
- Design, bid documents and drawings for environmental concerns

YEARS OF EXPERIENCE

With JB Evans & Sons: 6
With Other Firms: 26

EDUCATION

AA Liberal Arts/Biology
SUNY Ulster County
Community College, Stone
Ridge, NY

BS Resource Management;
SUNY College of Environmental
Science & Forestry, Syracuse, NY

PROFESSIONAL PROFILE

Mr. Evans has over 30 years of professional experience in the areas of asbestos inspection, management, design and construction monitoring; environmental compliance and remediation in the built environment and environmental education. As a partner with JB Evans & Sons, LLC he is the primary instructor for asbestos training courses. He provides environmental experience to professional design firms through consulting, design, cost estimating and identifying cost effective solutions which fulfill regulatory requirements. Mr. Evans coordinates multiple environmental concerns in identification, assessment and remediation projects to facilitate building renovation and demolition projects.

Prior to founding JB Evans & Sons, Mr. Evans was a Project Associate with O'Brien & Gere Engineers in Syracuse, NY. In this position he was responsible for the technical oversight of asbestos and other environmental projects, supervision of the project team and for mentoring employees in asbestos. He reviewed the schedules and costs of projects under his supervision and was responsible for planning and enabling safe field operations.

REPRESENTATIVE PROJECTS

with JB Evans & Sons, O'Brien & Gere Engineers and Entek
Environmental & Technical Services:

ASBESTOS INSPECTION AND MANAGEMENT:

Renovations to Oneida County Courthouse – Performed asbestos pre-design inspections to determine whether asbestos was present in materials to be disturbed as part of building renovations. Subsequently provided project design and oversight of monitoring.

Tomkins-Seneca-Tioga BOCES – Completed asbestos sampling to supplement existing records and to facilitate renovation of the D-Building Print Shop and adjacent classroom areas.

Ithaca City School District, Caroline School – Completed asbestos sampling to supplement existing AHERA records, provided a pre-renovation asbestos survey and issued report to comply with state and federal regulations. Provided drawings and specifications for asbestos removal to facilitate reconstruction of the school lobby to address security needs.

JB Evans & Sons, LLC

PO Box 404, Cazenovia, NY 13035

jbevansandsons@gmail.com

Cell phone 315-720-2947 Office 315-815-4263



James B. Evans

Ithaca City School District 2016 – Performed pre-design asbestos surveys to determine the scope of removals needed to address insurance claims related to a broken pipe. Subsequently designed a removal project for flooring materials, conducted bid and provided project management through completion of the work. Project monitoring and laboratory services were provided through subcontracts.

MULTIPLE ENVIRONMENTAL PROJECTS:

Housing Visions, Albany, NY - Assembled a project team and performed environmental assessments and project design for an eight building project designed to provide quality housing in Albany, NY. The Project concerns included asbestos, lead-based paint, lead in soil, radon, mold and universal waste. Assessment and design integrated environmental concerns into overall renovation and demolition designs to minimize cost and schedule impacts.

Housing Visions, Community Center Demolition, Syracuse, NY – Provided pre-demolition asbestos survey and sampling of abandoned building. Supervised testing for lead-based paint and quantified additional environmental concerns including PCB caulk and light ballasts, mercury switches, mold and radon. Provided environmental project design and ongoing engineering services throughout construction.

ASBESTOS REMOVAL PROJECT DESIGN:

Mechanicville City School District Bus Garage – Provided pre-demolition asbestos survey and lead testing of an existing bus garage. Following issuance of required reports, provided technical specifications for asbestos, lead and fuel storage tank removal.

Renovations to Oneida County Office Building – Performed asbestos pre-design inspections, asbestos design and oversight of project and air monitoring. Project included removal of spray-applied asbestos-containing fireproofing on structural steel and asbestos-containing flooring. Building remained occupied throughout the project.

Ithaca City School District – Provided review of AHERA plans and supplemented information with specific asbestos sampling prior to maintenance activities in three schools. Provided project design and solicited bids for asbestos removal. Managed the project through completion, including scope, schedule, budget, submittals and recordkeeping.

Babcock House Historic Renovations, Syracuse, NY – Designed removal of known asbestos-containing sealant materials from a historic building. Provided technical specifications for asbestos removal integrated with renovation plans, other environmental specifications and historic requirements.

Center of Excellence, Syracuse, NY – Negotiated variances from New York State environmental regulations to permit alternate procedures for construction on a site with soils



James B. Evans

contaminated asbestos and metals. Provided coordination of compliance efforts and interpretations of construction requirements under variance conditions.

TRAINING PROJECTS:

Primary instructor for asbestos training courses for asbestos inspectors, management planners, workers, supervisors, O&M workers, air sampling technicians, project monitors and designers.

Designed and provided client-specific asbestos program including standard operating procedures, respiratory protection and training courses for four NYS water authorities, presenting standard training materials as well as industry specific material and exercises.

Prepared course materials and provided Asbestos Awareness Training for Daily Newspaper employees in upstate New York, a Specialty Metals manufacturing company in New Jersey, and municipal employees in Rochester, NY.

CONSULTATION:

National Institute of Building Sciences, Washington, DC – Assisted in writing an Asbestos Work Practices manual, under contract with the Environmental Protection Agency, as a member of the NIBS project committee. The manual, designed to give guidance to facility O&M teams, is a companion document to the EPA's "Green Book", Managing Asbestos in Place - A Building Owner's Guide.

National Institute of Building Sciences, Washington, DC – Participated in writing the Lead-based Paint Operations and Maintenance Work Practices Manual, in association with the US Department of Housing and Urban Development, as a member of the NIBS project committee. The manual is intended to serve as a guide to building owners, managers, employers and others in developing a lead-based paint O&M program and to workers who implement such programs.

SPECIAL TRAINING

Certified in New York State and EPA-Approved courses:
Asbestos Inspector, Management Planner, Project Designer

Additional Training Completed:
NYS Education Department Designated Person training
NIOSH Course #582: Sampling and Analysis of Airborne Asbestos Dust
OSHA 40-Hour Hazardous Waste Operations Health and Safety Training
OSHA Confined Space Competent Person
NEHA Certified Radon Measurement Professional

**Exhibit A
Non Collusion Certification**

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

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

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

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

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: 

Date: 2/22/19

(SIGN AND RETURN WITH PROPOSAL)

Exhibit B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

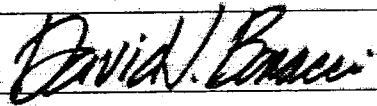
I certify under penalty of perjury that the foregoing is true.

Submitted By

Bonacci Architects pllc
(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: 

Date: 2/22/19

(SIGN AND RETURN WITH PROPOSAL)

Exhibit C

Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

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

Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: *David J. Bonacci*

Date: 2/22/19

(SIGN AND RETURN WITH PROPOSAL)

Exhibit D

Statement on Sexual Harassment in Accordance with New York State Law

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

Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: 

Date: 2/22/19

(SIGN AND RETURN WITH PROPOSAL)

Exhibit E
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		
Pay Item 1.	\$86,400.00**	Lump Sum Fee
Pay Item 2.	\$ 1,800.00	Not-To-Exceed Fee
Pay Item 3a.	\$ 55.00	Hourly Rate, Project Monitor
Pay Item 3b.	\$ 80.00	Overtime Hourly Rate, Project Monitor
Pay Item 3c.	\$ 8.00	Each, Air Sample (PCM)*
Pay Item 4.	\$22,320.00	Lump Sum Fee
Pay Item 5a.	\$ 73.00	Hourly Rate On-Site Project Representation, Straight Time
Pay Item 5b.	\$ 101.00	Hourly Rate On-Site Project Representation, Over Time
*- Unit price shall include all labor, equipment, materials, testing, 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.

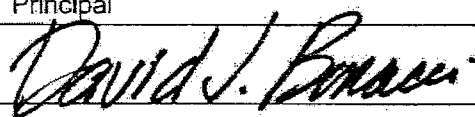
Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

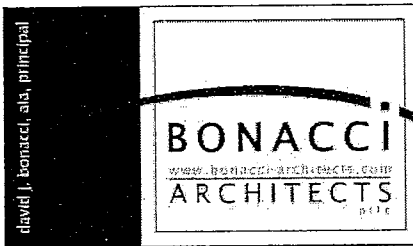
Title: Principal

Signature: 

Date: 2/22/19

(SIGN AND RETURN WITH PROPOSAL)

**ADD: \$195.00 if PCB testing is desired.



RATE SCHEDULE - 2019

HOURLY RATES FOR PROFESSIONAL SERVICES:

Principal	\$175.00
Senior Architect	\$140.00
Architects	\$95-125.00
Technical	\$85-95.00
Technical Word Processing	\$75.00
Consultants	@ 1.10 times rates billed to Bonacci Architects

SCHEDULE FOR TRANSPORTATION AND LIVING EXPENSES OUTSIDE ONEIDA, HERKIMER, MADISON, CORTLAND AND ONONDAGA COUNTIES:

Automobile Travel:

To be reimbursed at current IRS rate per mile for vehicles owned by the Architect, its employees and consultants.

All Other Transportation and Living Expenses:

To be reimbursed at 1.10 times the actual amounts expended.

ANNUAL ADJUSTMENTS:

Professional service and travel rates shall be equitably adjusted upward annually on January 1 of each following year.

formerly FULIGNI•FRAGOLA/ARCHITECTS p.l.l.c.

5710 commons park drive, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038

110 fulton street, utica, new york 13501 • V 315-797-8666 • F 315-735-3605

e-mail: studio@bonacci-architects.com

Zangrilli Engineering

322 Oriskany Boulevard
Whitesboro, New York 13492
(315) 736-7011 Fax (315) 736-7013
e-mail: Engineers@ZangrilliEngineering.com

HOURLY RATES

Principal/Professional Engineer.....	\$140.00 per hour
Professional Engineer I.....	\$105.00 per hour
Professional Engineer II.....	\$85.00 per hour
Designer/Draftsman.....	\$58.00 per hour
Engineering Technician.....	\$42.00 per hour

**STANDARD RATE SCHEDULE B-2019.1
FOR PROFESSIONAL SERVICES**

Senior Principal.....	\$196.00
Principal - Licensed	\$152.00
Principal	\$132.00
Senior Associate.....	\$176.00
Engineer 6	\$164.00
Engineer 5	\$160.00
Engineer 4	\$135.00
Engineer 3	\$116.00
Engineer 2	\$95.00
Engineer 1	\$84.00
Designer 6	\$158.00
Designer 5	\$130.00
Designer 4	\$111.00
Designer 3	\$91.00
Designer 2	\$84.00
Drafter	\$65.00
<u>Administrative Staff</u>	
Administrative Support 3	\$93.00
Administrative Support 2	\$87.00
Administrative Support 1	\$65.00

REIMBURSABLE EXPENSES

The following items are not included in the fee for professional services and will be invoiced at their corresponding cost with adjustment as stated in the proposal/agreement:

Contracted Reproduction Services..... At cost

The hourly rates quoted above are subject to increase from time to time and such increase will be reflected in the bills sent to the clients. If a client does not wish to be charged at the new hourly rates, the client shall notify the Firm in writing of the termination of this engineer/client relationship and agrees to pay the Firm for services rendered up to the date the written notice is received by the Firm. If the Firm continues to perform services to a client past the date of the increase, the new hourly rates will be in effect and the client shall pay said rates for all services rendered thereafter. (1/2019)

AIA[®] Document B207[™] – 2017

Standard Form of Architect's Services: On-Site Project Representation

for the following PROJECT:
(Name and location or address)

Plaza Deck Reconstruction
800 Park Avenue
Utica, NY 13501

THE OWNER:
(Name, legal status and address)

Oneida County
800 Park Avenue
Utica, NY 13501

THE ARCHITECT:
(Name, legal status and address)

Bonacci Architects , PLLC
110 Fulton Street
Utica, NY 13501

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the day of in the year .
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ON-SITE PROJECT REPRESENTATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions that will affect the Architect's performance.)

Exhibit A and Exhibit D attached to AIA Document B101-2017

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document must be used with an owner-architect agreement where the architect provides construction administration services. This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802[™]-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

ARTICLE 2 ON-SITE PROJECT REPRESENTATION SERVICES

§ 2.1 The Architect shall provide the On-Site Project Representative(s) indicated below at the Project site to assist in providing the Architect's Construction Phase Services described in the Agreement and the On-Site Project Representation Services described herein:

(Identify the On-Site Project Representative(s) the Architect will provide and their contact information.)

Beebe Construction Services

6153 Trenton Road

Utica, NY 13502

§ 2.2 The Architect shall not change the On-Site Project Representative(s) without the Owner's approval, which shall not be unreasonably withheld.

§ 2.3 The On-Site Project Representative(s) shall be located at the Project site in accordance with the following schedule:

(Insert the days per week, hours per day, schedule duration, and other relevant information.)

To Be Determined by Owner

§ 2.4 The On-Site Project Representative(s) has authority to perform the Architect's Construction Phase Services described in the Agreement, subject to the limitations listed in this section, and all the On-Site Project Representation Services described herein:

(Identify services described in the Agreement that the On-Site Project Representative does not have authority to perform.)

None

§ 2.5 The On-Site Project Representation Services described herein do not create responsibility on behalf of the Architect or the On-Site Project Representative(s) for construction means, methods, techniques, sequences, or procedures; job site safety precautions and programs; or acts or omissions of others, beyond the responsibilities set forth in the Agreement.

§ 2.6 The On-Site Project Representative(s) shall attend the following meetings:

(Identify meetings the On-Site Project Representative(s) is required to attend and include requirements, if any, for documentation of such meetings.)

All Meetings

The On-Site Project Representative(s) shall also attend any other meetings at the Project site as necessary to perform the On-Site Project Representation Services described herein.

§ 2.7 The On-Site Project Representative(s) shall maintain at the Project site access to records necessary to provide the Construction Phase Services described in the Agreement and the On-Site Project Representation Services described herein. The On-Site Project Representative(s) shall make such records available to the Owner upon reasonable notice.

§ 2.8 The On-Site Project Representative(s) shall observe tests and inspections required by law or the Contract Documents, and the Architect shall report the results to the Owner as required in the Contract Documents.

§ 2.9 At the Owner's request, the On-Site Project Representative(s) shall observe materials and equipment located off site, but only for the limited purposes of checking for conformance with the design concept expressed in the Contract Documents and evaluating such materials and equipment for a Certificate for Payment. The Architect shall be reimbursed for all additional costs associated with such observations, including travel expenses and payroll costs.

§ 2.10 The On-Site Project Representative(s) shall periodically review the Contractor's construction schedule, and the Architect shall alert the Owner to conditions that may affect the Contractor's ability to complete the Work in accordance with the schedule.

§ 2.11 The On-Site Project Representative(s) shall periodically review documents and samples the Contractor is required to maintain at the site, and the Architect shall notify the Owner of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.12 The On-Site Project Representative(s) shall keep a written log of activities that occur at the Project site for each day that the On-Site Project Representative(s) is present at the site. The daily logs will capture the information necessary to create the monthly progress reports required in Section 2.13, and shall include a record of:

- .1 the nature and location of Work being performed;
- .2 weather conditions;
- .3 meetings attended;
- .4 conditions that may delay the Project;
- .5 the status of the construction schedule;
- .6 tests and inspections performed; and
- .7 other:

(List other items the On-Site Project Representative shall include in the daily logs.)

§ 2.13 On a monthly basis, or as otherwise agreed to between the Architect and Owner, the On-Site Project Representative(s) shall submit written progress reports to the Owner, which include the following:

- .1 a summary of Work completed for the period;
- .2 a status report regarding the Project schedule;
- .3 a copy of the current submittal schedule and a status report regarding submittals, including a summary of those remaining and outstanding;
- .4 status reports for requests for information, Change Orders, minor changes in the Work, and Construction Change Directives;
- .5 a summary of tests and inspections performed for the period;
- .6 a status report of nonconforming and rejected Work;
- .7 a copy of daily logs for the period;
- .8 a summary of Contractor Applications for Payment and the Architect or On-Site Project Representative's action on each;
- .9 a status report of known activities pertaining to governmental or other authorities having jurisdiction over the Project;
- .10 a summary of off-site observations, if any, including materials and equipment stored or fabricated off-site;
- .11 representative photographs of the Work; and
- .12 other:

§ 2.14 Other On-Site Project Representation Services:

(Describe other On-Site Project Representation Services provided by the Architect.)

None

ARTICLE 3 ADDITIONAL SERVICES

Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the On-Site Project Representative(s) or the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide an office at the Project site for the On-Site Project Representative's use, which includes utilities, internet access, access to restroom facilities, parking, heating, air conditioning, and ventilation. The Owner shall provide furnishings and office equipment as follows:

(List furniture, computers, printers, etc.)

Owner shall provide necessary office furniture and telephone extension. Architect shall provide necessary computers, printers, cell phone(s) and any other necessary electronic hardware or device.

§ 4.2 The Owner shall inform the Contractor of any limitations of authority of the On-Site Project Representative(s) listed in Section 2.4.

ARTICLE 5 COMPENSATION

§ 5.1 If not specifically addressed in the accompanying Owner-Architect Agreement, the Owner shall compensate the Architect for the On-Site Project Representation Services described in Article 2 as follows:
(Insert amount of, or basis for, compensation.)

Hourly rates and unit prices established in Exhibit C.

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Contract Amendment

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus five percent (5 %), or as otherwise stated below:

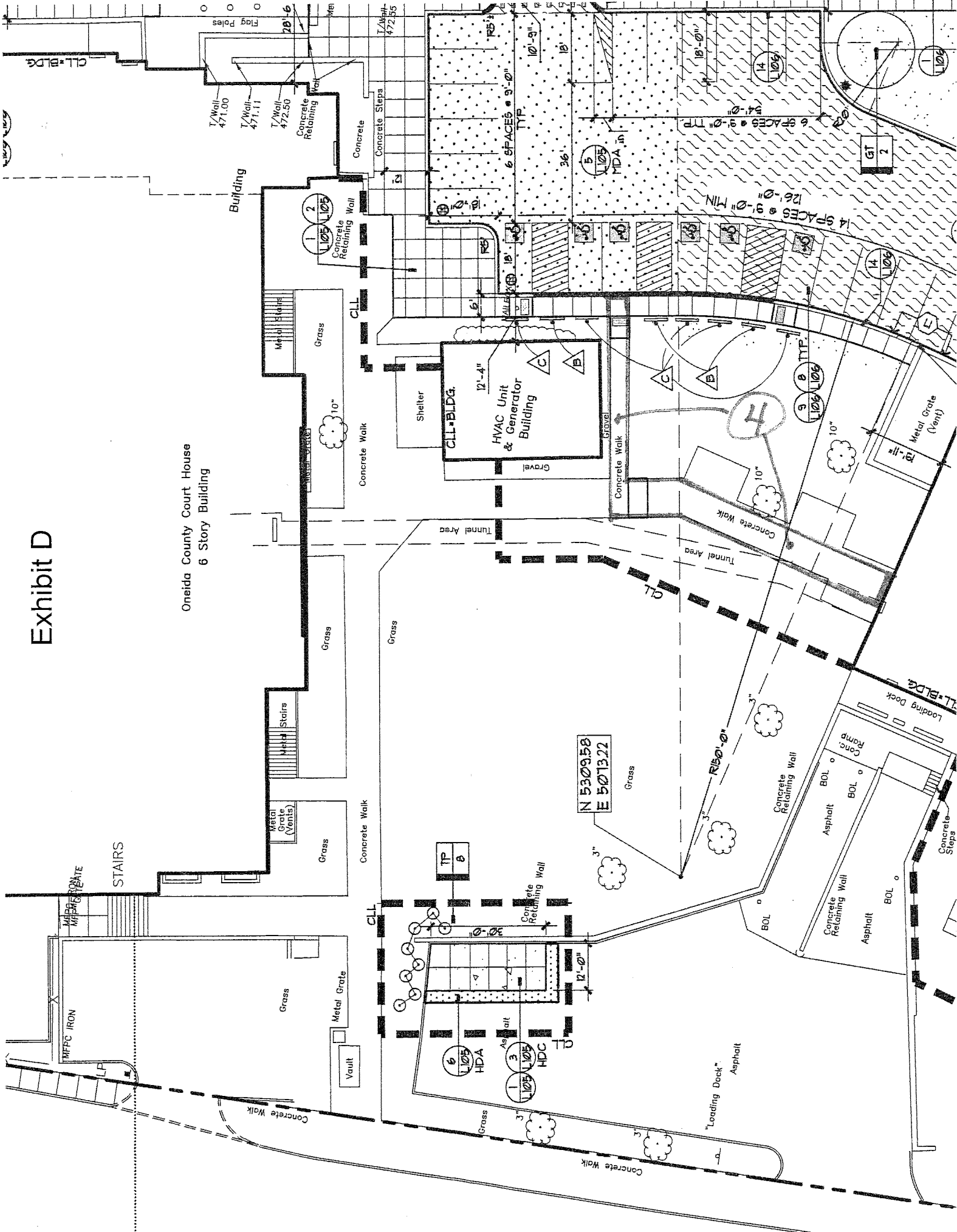
ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: On-Site Project Representation are as follows:

None

Exhibit D

Oneida County Court House 6 Story Building

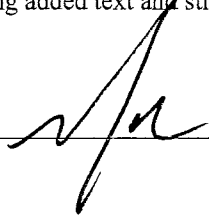


Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, P.E., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 08:01:00 ET on 06/04/2019 under Order No. 7709442895 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B207™ - 2017, Standard Form of Architect's Services: On-Site Project Representation, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

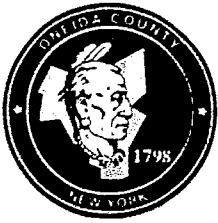


(Title)

Mark E. Laramie, P. E.
Deputy Commissioner
Division of Engineering
Oneida County D. P. W.

(Dated)

6/14/19



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

June 14, 2019

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

FN 20 19-229

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente,

Enclosed is an agreement for professional consulting services with Bonacci Architects to construct offices at 120 Airline Street, Oriskany, for Department of Social Services personnel.

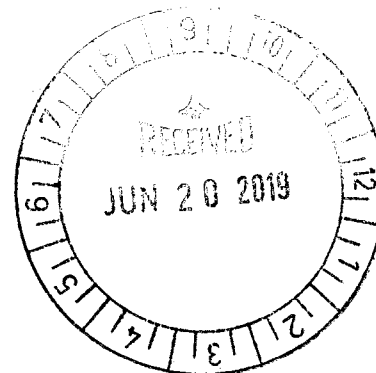
On April 24, 2019, the Oneida County Board of Acquisition & Contract accepted a proposal from Bonacci Architects to prepare plans and specifications for the aforementioned project with a fee in the amount of \$40,175.00 plus asbestos abatement project monitoring and on-site project representation during construction. The cost estimate for project monitoring and on-site project representation is approximately \$25,000.00. The total amount of this contract is \$65,175.00.

Please consider the enclosed contract at your earliest convenience. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
 Commissioner



cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
 County Executive

Date 6/19/19

Oneida County Department: Public Works

Competing Proposal Only Respondent Sole Source RFP Other

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Bonacci Architects, PLLC
110 Fulton Street
Utica, NY 13501

Title of Activity of Service: Professional Consulting Services

Proposed Dates of Operation: Start on Execution – 12/31/2020

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County must secure professional consulting services for preparation of plans and specifications required to construct offices at 120 Airline Street, Oriskany, for Department of Social Services personnel, asbestos abatement project monitoring and on-site project representation during construction.

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	H-473
Total Funding Requested:	\$65,175.00
Oneida County Dept. Funding Recommendation:	\$65,175.00
Proposed Funding Sources	
Federal:	\$0.00
State:	\$0.00
County:	\$65,175.00
Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirteenth day of March in the year Two Thousand Nineteen

(In words, indicate day, month and year.)

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

Oneida County
800 Park Avenue
Utica, NY 13501

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Bonacci Architects, PLLC
110 Fulton Street
Utica, NY 13501
Telephone Number: 315.797.8666
Fax Number: 315.735.3605

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

Building Renovations – Department of Social Services
120 Airline Street
Oriskany, NY 13424

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 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.)

Exhibit A

§ 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.)

Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To Be Determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

March 1, 2020

.3 Substantial Completion date or dates:

December 31, 2020

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid compliant with New York State Law.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mark E. Laramie, P.E.
5999 Judd Road, Oriskany, NY 13424
Telephone Number: 315.793.6236

Email Address: mlaramie@ocgov.net

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

New York State Department of State.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

None

.2 Civil Engineer:

None

.3 Other, if any:

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

None

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

David J. Bonacci, AIA
110 Fulton Street, Utica, NY 13501
Telephone Number: 315.793.6236
Fax Number: 315.735.3605

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Zangrilli Engineering
Al Zangrilli
322 Oriskany Boulevard, Whitesboro, NY 13492
Telephone Number: 315.736.7011

.2 Mechanical Engineer:

FS Engineering , DPC
Elizabeth P. Fisher, P.E.
721 East Genesee Street, Syracuse, NY 13210
Telephone Number: 315.471.4013

.3 Electrical Engineer:

FS Engineering , DPC
Elizabeth P. Fisher, P.E.
721 East Genesee Street, Syracuse, NY 13210
Telephone Number: 315.471.4013

§ 1.1.11.2 Consultants retained under Supplemental Services:

Hazardous Materials Testing, Design, and Monitoring: JB Evans & Sons, LLC, Cazenovia, NY 13035.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

Exhibit A
Exhibit C

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall ~~maintain-maintain~~, at its own expense, the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~ The insurance carrier must have at least an A- (excellent) rating by A.M. Best and be qualified and admitted to do business in the State of New York.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4000000.00) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, pollution, completed operations, personal and advertising injury.

§ 2.5.2 Automobile Liability covering vehicles owned, leased, hired, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 ~~The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such~~

~~primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Commercial Umbrella coverage with limits of at least Four Million Dollars (\$4,000,000) each occurrence, following form over the Commercial General Liability, with subrogation waived.~~

~~§ 2.5.4 Workers' Compensation at statutory limits. Compensation, pursuant to statute.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. Liability, pursuant to statute.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per claim and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Architect shall maintain completed operations coverage for a period of three (3) years after completion.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. certificates shall be on forms approved by the Owner, and shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. Acceptance of the certificates shall not relieve the Architect of any of the insurance requirements, nor decrease the liability of the Architect. The Owner reserves the right to require the Architect to provide insurance policies for review by the Owner. The Architect grants the Owner a limited power of attorney to communicate with the Architect's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.~~

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for ~~Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as modified by Owner.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Init.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Not Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Architect</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Architect</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

§ 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.)

4.1.1.4: Architect shall perform field investigations and confirm existing conditions.

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4.1.1.13 Architect shall provide part-time on-site project representation as directed by Owner. Services shall be provided in accordance with AIA B207-2017 attached hereto as Exhibit D

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

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

4.1.1.26: Architect shall prepare separate bid packages if required.

4.1.1.29: Architect shall identify, quantify, prepare plans/specifications for abatement of asbestos containing materials and provide abatement project monitoring services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Sixteen (16) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the

Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner ~~a nonexclusive~~ an exclusive license to use the Architect's Instruments of Service ~~solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive~~ The Architect shall obtain similar exclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and

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suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Service. The Architect shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the Owner upon request, free of charge. All such reproductions shall be the property of the Owner, whether or not the Project is completed.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event,

mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

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 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an~~

~~additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to ~~suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~suspension.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to ~~termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 ~~The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. In compliance with New York General Municipal Law Section 109, the Architect agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the Owner.~~

§ 10.4 ~~If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.~~

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§10.10 Independent Contractor Status

§10.10.1 For the purposes of this paragraph, the term "Independent Contractor" shall include the Architect, and any and all of its consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the Owner and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the Owner for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Owner by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Owner. Both the Owner and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

§10.10.2 The Owner shall not make any withholding for taxes or any other obligations. The Architect shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Architect shall indemnify and hold the Owner harmless from all loss or liability incurred by the Owner as a result of the Owner not making such payments or withholdings.

§10.11 The Architect's signatory hereby represents, warrants, personally guarantees and certifies that he has the power and authority to execute and deliver this Agreement and to carry out the obligations hereunder. The execution and delivery by Architect's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Architect; no other action on the part of the Architect or any other person or entity is necessary to authorize the Architect's signatory to enter into this Agreement, or to consummate the transactions contemplated herein.

§10.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

§10.13 Conflicts among this Agreement and the Exhibits shall be resolved in the following order of precedence:

§10.13.1 Exhibit B, Addendum – Standard Oneida County Conditions

§10.13.2 Any Contract Amendments, in reverse chronological order

§10.13.3 This Agreement

§10.13.4 Exhibit D, AIA Document B207-2017

§10.13.5 Exhibit A, Initial Information

§10.13.6 Exhibit C, Architect Proposal

§10.14 To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold the Owner harmless against any and all claims (including but not limited to claims asserted by any employee of the Architect and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of this Agreement or from the Architect's and/or its subconsultants' failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the Owner without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Owner either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Architect under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of this Agreement and the Owner's tendering of the final payment.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Lump Sum Fee of \$31,125 for Schematic Design, Design Development, Asbestos Containing Material Survey including sample analysis, Construction Documents, Bidding, and As-Constructed Record Drawings. Fee shall be reduced by \$7,225.00 if this project is bid and constructed concurrently with Public Defender Office Renovation project.

Not-To-Exceed Fee of \$1,250.00 for Asbestos Abatement Design

Lump Sum Fee of \$7,800.00 for Construction Phase Services Fee shall be reduced by \$2,800.00 if this project is bid and constructed concurrently with Public Defender Office Renovation project.

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.1.4: Compensation included in lump sum fee for Basic Services.

4.1.1.13: Compensation for on-site representation shall be made on a time and materials basis for work completed utilizing rates established in Architects Proposal attached as Exhibit C.

4.1.1.15: Compensation included in lump sum fee for Basic Services.

4.1.1.16: Compensation included in lump sum fee for Basic Services.

4.1.1.26: Compensation included in lump sum fee for Basic Services.

4.1.1.29: Compensation for asbestos containing material building survey, including laboratory sample analysis and reporting included in lump sum fee for Basic Services. Compensation for asbestos abatement project monitoring and air sampling shall be made on a time and materials basis for work completed utilizing billable rates established in Architects Proposal attached as Exhibit C.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.00%), 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	<u>Twenty</u>	percent (<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (<u>50</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Five</u>	percent (<u>5</u>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

~~§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows: Separate payment(s) will not be made for reimbursable expenses. The cost of all reimbursable expenses shall be included in lump sum fee(s), not to~~

- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; exceed fee(s), established hourly rates.~~
- ~~.7 Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; unit prices~~
- ~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~.12 Other similar Project related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

Init.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars (\$ 0) 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 Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Statutory % per annum

~~**§ 11.10.2.2** 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.~~

~~**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

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.)

Exhibit B, Addendum – Standard Oneida County Conditions

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~*(Insert the date of the E203–2013 incorporated into this agreement.)*~~

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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.)

- Exhibit A, Initial Information, five (5) pages
- Exhibit B, Addendum - Standard Oneida County Conditions, fifteen (15) pages
- Exhibit C, Architect's Proposal, forty-seven (47) pages
- Exhibit D, AIA Document B207-2017, four (4) pages

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

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

OWNER (Signature)

Anthony J. Picente, Jr. Oneida County Executive
(Printed name and title)



ARCHITECT (Signature)

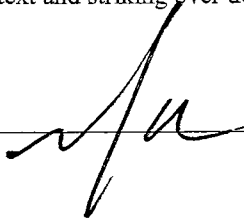
David J. Bonacci, AIA Principal
(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark E. Laramie, P.E., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 10:43:02 ET on 05/29/2019 under Order No. 7709442895 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)



Mark E. Laramie, P. E.
Deputy Commissioner
Division of Engineering
Oneida County, D. P. W.

(Title)

(Dated)

6/14/19

Exhibit A

Initial Information

1. Project Description

1.1. Project location is 120 Airline Street, Oriskany, NY 13424. Project objective is renovation of approximately 2,880 square feet of space on the 1st floor to create approximately 6 offices and an open floorplan for approximately 30 work stations. Draft floorplan and approximate existing conditions shown below.

1.2. Scope of work includes, but is not limited to the following.

1.2.1. Abate all disturbed asbestos containing materials.

1.2.2. Remove and replace all flooring materials.

1.2.3. Demolish existing office areas.

1.2.4. Create secured entrance with electronic access control.

1.2.5. Provide video surveillance as required.

1.2.6. Modify data and telecommunication systems as required.

1.2.7. Modify HVAC systems as required. All components shall be integrated into existing digital control system.

1.2.8. Construct storage area adjacent to existing storage as shown below.

Partitions shall be wire mesh panels.

1.3. Bidding Schedule

1.3.1. It is desirable to bid all work items in first quarter of 2020 and complete all work items prior to December 31, 2020.

2. Scope of Services

2.1. Provide services necessary for the performance and completion of work noted in Section 1, Project Description and Section 2, Scope of Services. Services shall be provided as required and defined in AIA Document B101-2017, modified by County. Services shall include, but not be limited to, the following.

2.1.1. Perform asbestos containing material survey. Provide material sampling, analysis, and reporting as required.

2.1.2. Prepare plans and specifications for abatement of asbestos containing materials. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or

Architect.

2.1.3. Prepare, submit application to NYSDOL, and secure approval for required asbestos abatement variances.

2.1.4. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall be performed by a NYSDOL certified project monitor.

2.1.5. Prepare plans, specifications, and bid packages in compliance with New York State General Municipal Law.

2.1.5.1. Multiple bid packages may be required.

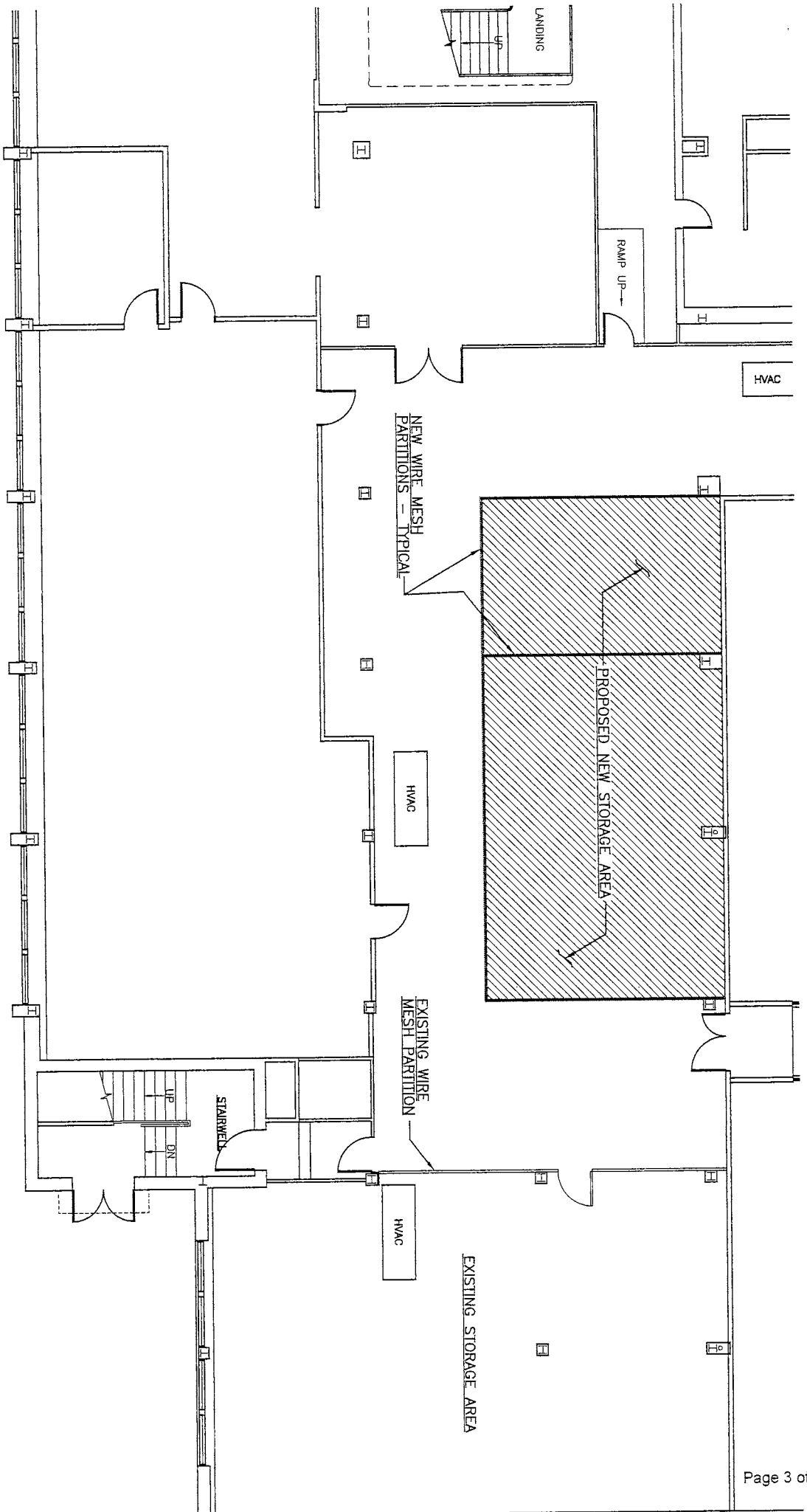
2.1.6. Prepare all permit applications and secure all permits. County shall pay all permit fees.

2.1.7. Provide part time on-site representation as directed by Owner.

2.1.8. 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.

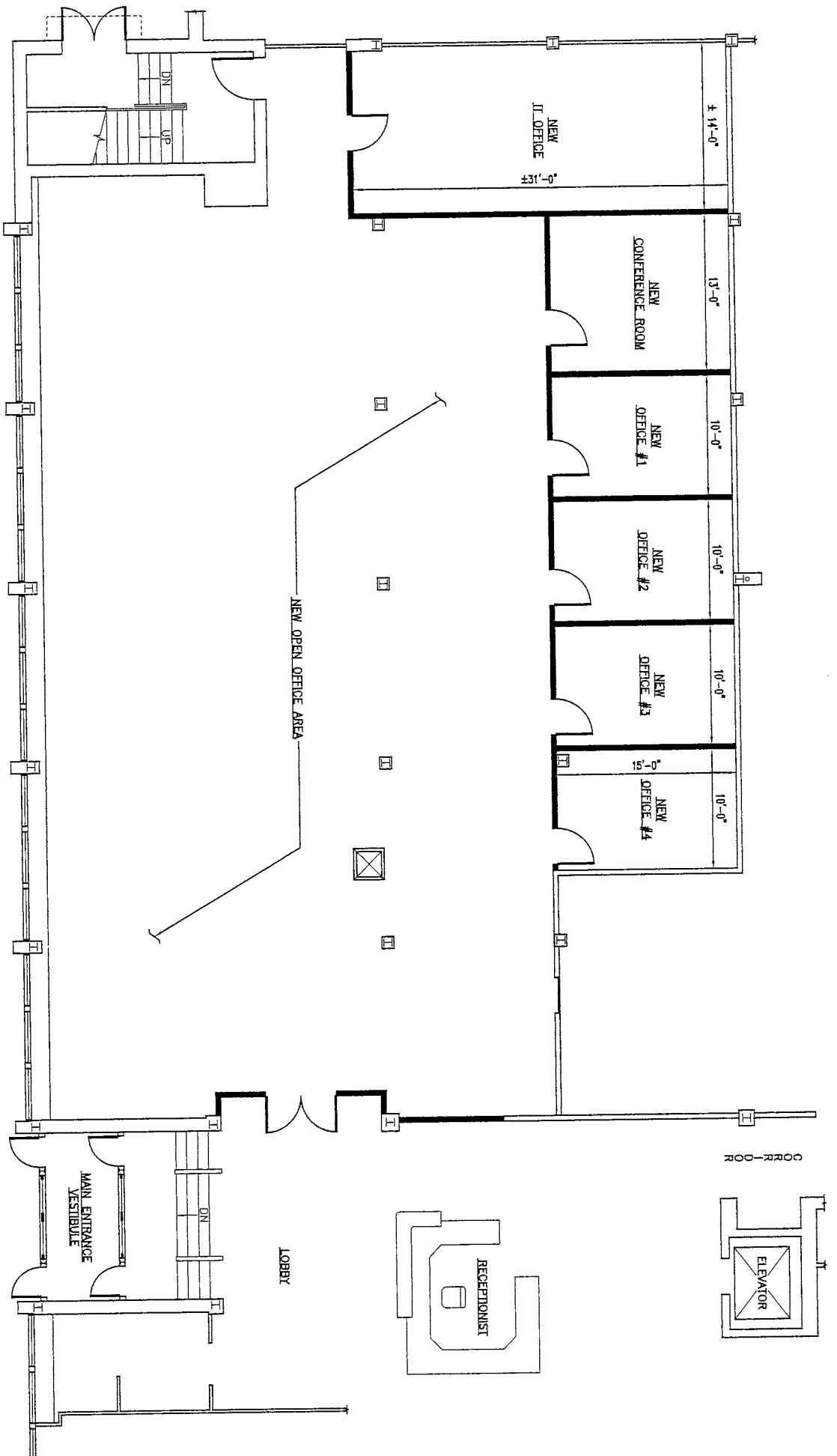
2.1.9. Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.

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



PROPOSED NEW STORAGE AREA
PARTIAL FIRST FLOOR PLAN
120 AIRLINE STREET
ORISKANY, NY





PROPOSED OFFICE RENOVATIONS
PARTIAL FIRST FLOOR PLAN
120 AIRLINE STREET
ORISKANY, NY



EXISTING OFFICES
PARTIAL FIRST FLOOR PLAN
120 AIRLINE STREET
ORISKANY, NY

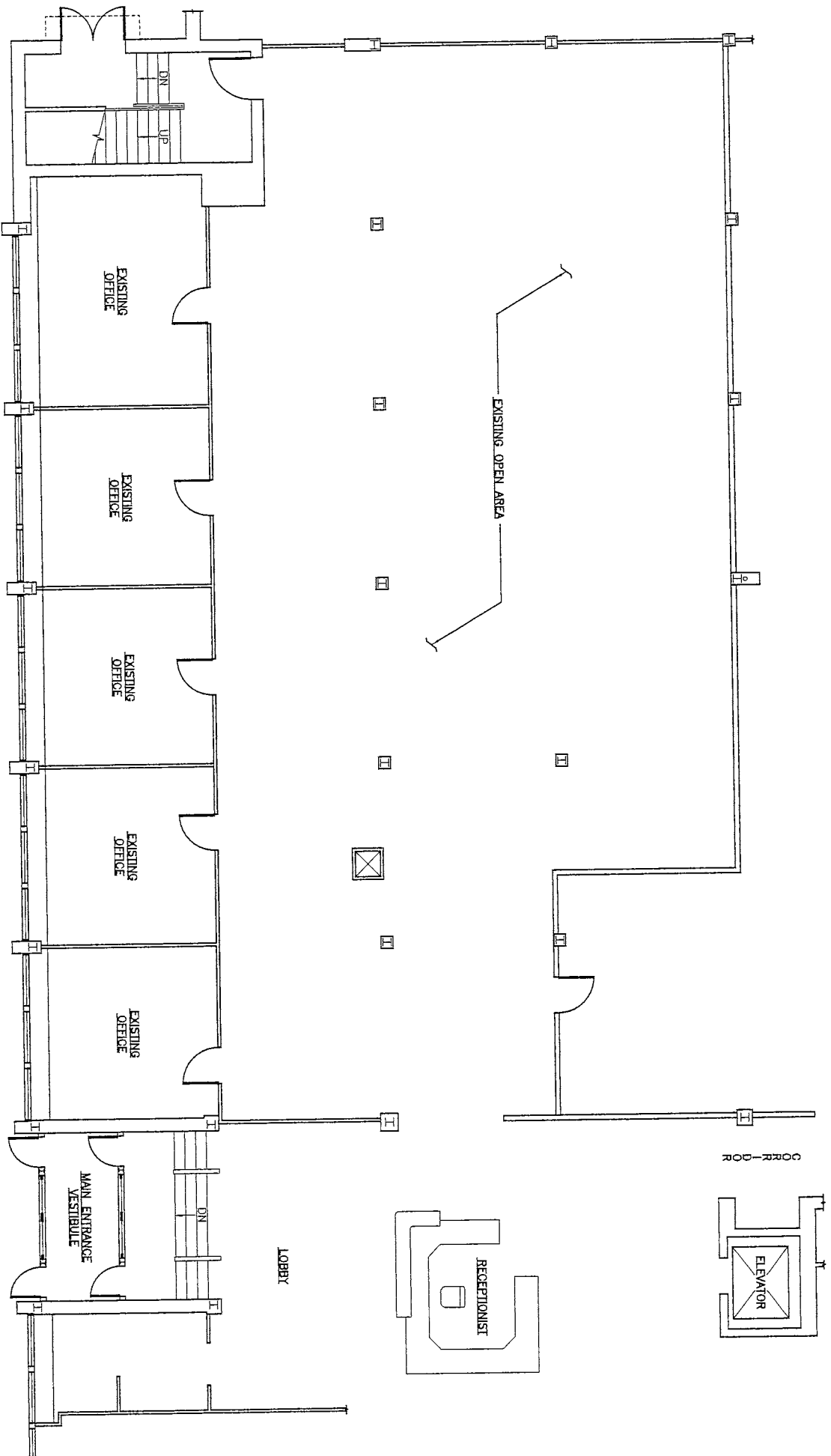


EXHIBIT B

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

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

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

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

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

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

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

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

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

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

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

- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the

County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so

are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set

forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from

another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including:

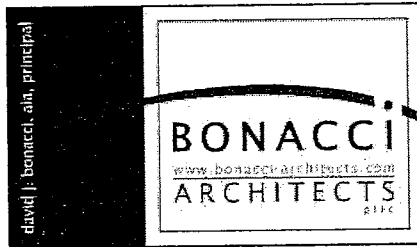
chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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

Exhibit C

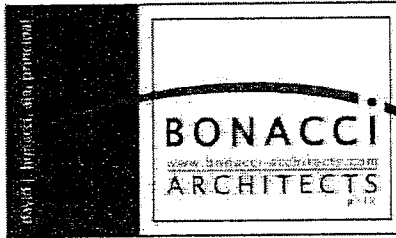


professional a/e services

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

**120 AIRLINE STREET, ORISKANY, NY
BUILDING RENOVATIONS - DSS**

April 19, 2019



April 19, 2019

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

Re: 120 Airline Street
Building Renovations - DSS

Dear Mark:

We thank you for the RFP for the above referenced project and submit the following proposal for professional architectural/engineering services. It is based on our current understanding of your requirements and can be modified as mutually agreeable.

I have included streamlined relevant data on our firm's capabilities in this segment of work. We believe we are very qualified for this project given our extensive experience in rehabilitation projects.

As you know, our firm has been awarded the Public Defender Criminal Office renovations project at this location and also provided architectural design services for the recently completed Expansion Study of the Emergency Services Facility (ESF) and current ESF Expansion which includes fiber connection to 120 Airline Street facility. We believe we are uniquely qualified for this project and are poised to provide the County with efficient and timely services for the advancement of the current project.

We trust you find everything satisfactory. If you have any questions, please do not hesitate to call. We believe Oneida County will be well served by Bonacci Architects.

Yours truly,

A handwritten signature in black ink that reads "David J. Bonacci". The signature is written in a cursive, flowing style.

David J. Bonacci, AIA
Principal

formerly FULIGNI•FRAGOLA/ARCHITECTS pllc

5710 commons park drive, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038
110 fulton street, utica, new york 13501 • V 315-797-8666 • F 315-735-3605
e-mail: studio@bonacci-architects.com

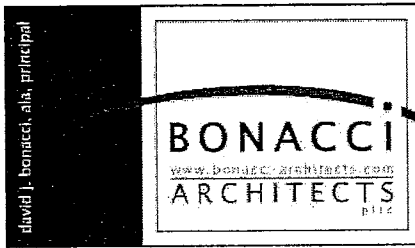


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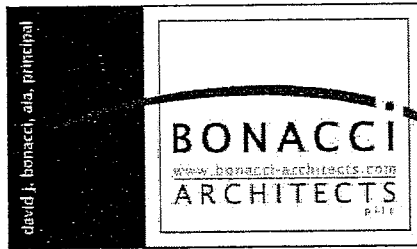
- scope of work
- approach
- proposed schedule

2 project team

- organization chart
- resumes
- relevant experience

3 compensation & forms

- exhibits a, b, c, and d
- fee proposal (exhibit e)
- hourly rate schedule(s)

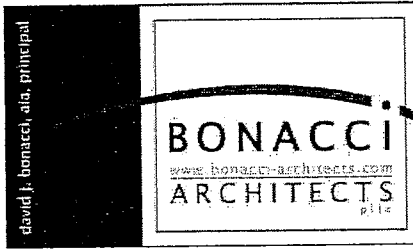


PROJECT DESCRIPTION

- A. Renovate approximately 2880sf of space on the 1st floor at 120 Airline Street, Oriskany, NY to create approximately 6 offices and an open floor plan for approximately 30 work stations. Work shall include, but not be limited to the following:
1. Abate all disturbed asbestos containing materials.
 2. Remove and replace all flooring materials.
 3. Demolish existing office areas.
 4. Create secured entrance with electronic access control.
 5. Provide video surveillance as required.
 6. Modify data and telecommunication systems as required.
 7. Modify HVAC systems as required. All components shall be integrated into existing digital control system.
- B. Construct storage area adjacent to existing storage as shown in Exhibit I. Partitions shall be wire mesh panels.

SCOPE OF SERVICES

- A. The consulting firm selected for this project shall be required to provide services necessary for the performance and completion of work noted in Section 2 and Section 3 of the RFP. Services shall be provided as required and defined in AIA Document B101-2017, modified by County. Services shall include, but not be limited to, the following:
1. Perform asbestos containing material survey. Provide material sampling, analysis, and reporting as required.
 2. Prepare plans and specifications for abatement of asbestos containing materials. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.
 3. Prepare, submit application to NYSDOL, and secure approval for required asbestos abatement variances.
 4. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall be performed by a NYSDOL certified project monitor.
 5. Prepare plans, specifications, and bid packages in compliance with New York State General Municipal Law.
 6. Multiple bid packages will be required.
 7. Prepare all permit applications and secure all permits. The County shall pay all permit fees.
 8. 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.
 9. Consultant shall coordinate and attend bi-weekly project meetings during design, bid, and construction phases.
 10. Consultant shall provide part-time project representation services as defined in AIA Document B207-2017.
 11. Consultant shall provide electronic files and hard copies of all submittals, as-built drawings, and O&M manuals.



PROJECT APPROACH

A thorough kick-off meeting will confirm the scope of work and establish a firm foundation for the successful design of your project. The Schematic Design Phase will include a review of existing building documents, existing conditions, and scope confirmation.

Once the scope and budget have been confirmed and reconciled, Bonacci Architects (BA) will provide Basic Architectural Design Services, including completion of Schematic Design, Design Development, Construction Documents, as well as Bid and Construction Phase services to take your project through to completion.

PROJECT COORDINATION

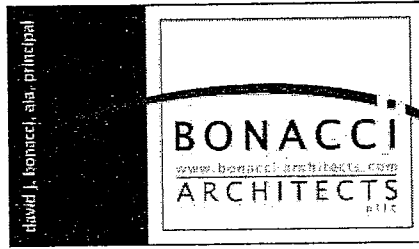
Oneida County DPW and stakeholders, including maintenance personnel, are important members of the project team. BA's role is to listen to these members, document concerns and verbal statements, and then translate this data into physical facilities that fully satisfy your project requirements. Some key points to project coordination are:

- Communication: Our size, structure and communications toolkit, including our proximity to subconsultants, is such that all staff is in close and frequent communication. All communications between us and the OCDPW and contractors will be originated or confirmed in writing. Wherever possible and appropriate, communications will be electronically expedited.
- Problem Identification & Problem Solving: Problems will be identified and included on the project schedule. Factors bearing on the problems will be identified, as well as the means of investigating and evaluating those factors. Based on the information gathered and its evaluation, options will be posed and recommendations will be made as appropriate to facilitate OCDPW decision-making.
- Schedule Control: From the start of the project, a schedule of major tasks, issues and dates will be prepared, monitored and maintained, indicating who is to do what and when. This project schedule will be the primary vehicle for coordination and control.
- Cost Control: We generally base our cost estimates on the Means reference, modified as appropriate, based on our experience. Estimates are updated during the design phases. Cost implications of design and program decisions are closely considered when making those decisions.
- Quality Control: The high level of staff experience and skill is the primary generator of quality. The day-to-day communication between principal, project architects and staff facilitates quality improvements; also, regular office meetings provide a forum for exchanging ideas and discussing problems and their resolution.
- Subconsultants: BA will provide the architectural expertise with the support of distinguished consultant firms with whom we have enjoyed a regular teaming relationship. Each of these firms has worked effectively with BA on the design of previous projects. Individual subconsultant team members have been selected based on past performance and experience with projects of similar type, size and scope. These same individuals will remain assigned to your project through to its completion.

TASKS APPROACH

- Asbestos Investigation: Our proposed scope of this portion of the project will include the following tasks:
 - a. Review with project team members for work scope and areas impacting suspect or known ACM.
 - b. Collect and sample any remaining suspect materials for analysis that are not clearly defined by previous available reports.
 - c. Triplicate sets of samples will be collected and analyzed for the presence of asbestos from friable suspect materials. Bulk samples will be analyzed by polarized light microscopy (PLM). Single samples of non-friable - organically bound materials (NOB's) will be collected and analyzed by PLM - gravimetric reduction. If necessary, follow-up transmission electron microscopy (TEM) will be performed on those materials determined to be negative for asbestos by PLM.
 - d. Compile list of ACM's affected by the renovations and provide to the project team.
- Completion of Schematic Design: Effective schematic design documents must be based on as detailed an understanding of the design as possible and yet portray the design concepts simply and concisely so that they are easily understandable to all members of both sides of the design team.
- Asbestos Removal Planning & Design (if required): The BA team will be responsible for the comprehensive planning, including the identification of design parameters, specifications, and drawings for the removal and disposal of ACM from the affected areas. Prior to the development of project specifications and drawings, the project design team review will include, but not be limited to, the following:
 - a. Overall scope of the project.
 - b. Walk-through other relevant parts of the affected building.
 - c. Building use and occupancy.
 - d. Site access points and any known safety hazards.
 - e. Review building plans.
 - f. Identification of locations for contractor access, material removal, etc.
 - g. Determination of Oneida County's requirements; incorporation into design.
 - h. Verification of material quantities to be abated including potentially contaminated materials (suspended ceilings, HVAC distribution, lights, etc.) and appurtenances.
 - i. Check building systems for accessibility of electric power and water for abatement.
 - j. Review the proposed work site for project phasing considerations, work area isolation, etc.
 - k. Determine the accessibility of the building occupants to the proposed work areas.
 - l. Determine the need for and petition a single project-specific variance.
 - m. Document pre-existing conditions of the facility.
 - n. Coordinate with the staged removal of existing MEP systems and staged design of reconstructed MEP systems (as needed).
- Design Development: Effective design development documents must fully identify and describe all of the construction work that is to be completed and do so at a sufficient level of detail to make that work fully understandable to all parties. All design decisions need to have been made by this point. Ideally, the design development documents represent a completion of the design activity, though in fact patterns, colors and other such minor appearance issue decisions are frequently decided during the construction document phase.
- Construction Documents: During the construction document phase, the design development information is organized into a more detailed form that can be used by bidders and contractors. Upon completion and final coordination of construction documents, a complete set of reproducible drawings and specifications, including asbestos removal documents, will be provided to the County for reproduction and distribution to bidders.

- Bid & Contract Award: We will be available to assist you in any way we can to make the bid process a success. This includes conducting a pre-bid meeting, providing prompt replies to bidder questions and the timely issuance of any necessary addenda. The BA team will review the technical qualifications of the bidders and bids and make recommendations for award of construction contracts. BA will also provide necessary assistance and coordination with Oneida County in preparing the various contracts.
- Construction Administration: We will provide all construction administration duties required by our contract, including the review of all contractor submittals required by renovation specifications. Also, in order to help realize OCDPW's project delivery-date objectives, we will provide additional assistance to the Owner in his roll as coordinator of multiple prime contractors, or his designated Construction Manager, by including in our construction documents specific requirements that will result in the required level of prime contractor coordination. A construction schedule will be developed and used for tracking the progress of the work and will be reviewed and updated at each job meeting.
- Construction Period Monitoring (if required): The BA team will provide air sampling and project monitoring as required by NYS Code Rule 56. This will include background sampling prior to the start of the project, daily perimeter sampling and project monitoring during removal, and post-abatement clearance sampling as required to comply with ICR56, applicable and/or a site-specific variance. The work will be conducted by an experienced industrial hygiene technician accredited as both a project monitor and air sampling technician. Project monitoring services will include observation, to the extent feasible, of the contractor's work, inspections, and coordination with the Owner and his construction manager.
- Post-Construction: We will provide the Owner with a report summarizing asbestos abatement design services rendered (if necessary). The report will include but not be limited to site logs, air monitoring data sheets, laboratory reports and chain-of-custody forms, contractor submittals, and waste manifest form completed by the contractor. After construction, we will also assist you with your end-of-warranty period evaluations, to have contractors replace any failed materials/work and to enable the OCDPW to update its quality and performance standards as may be required. BA will develop electronic "as-built" drawings from on-site Contractor documentation of changes and our record of changes.



PROJECT SCHEDULE

Bonacci Architects has all the design resources required and we are ready to begin work on this project within two (2) weeks from contract award. We have prepared the following preliminary duration schedule for your consideration. This schedule is based on what we believe to be a reasonable timeline given our experience on other Oneida County projects. **If the County is pressed for specific target occupancy dates or for whatever other reason wishes to modify this timeline, BA stands ready to do so.**

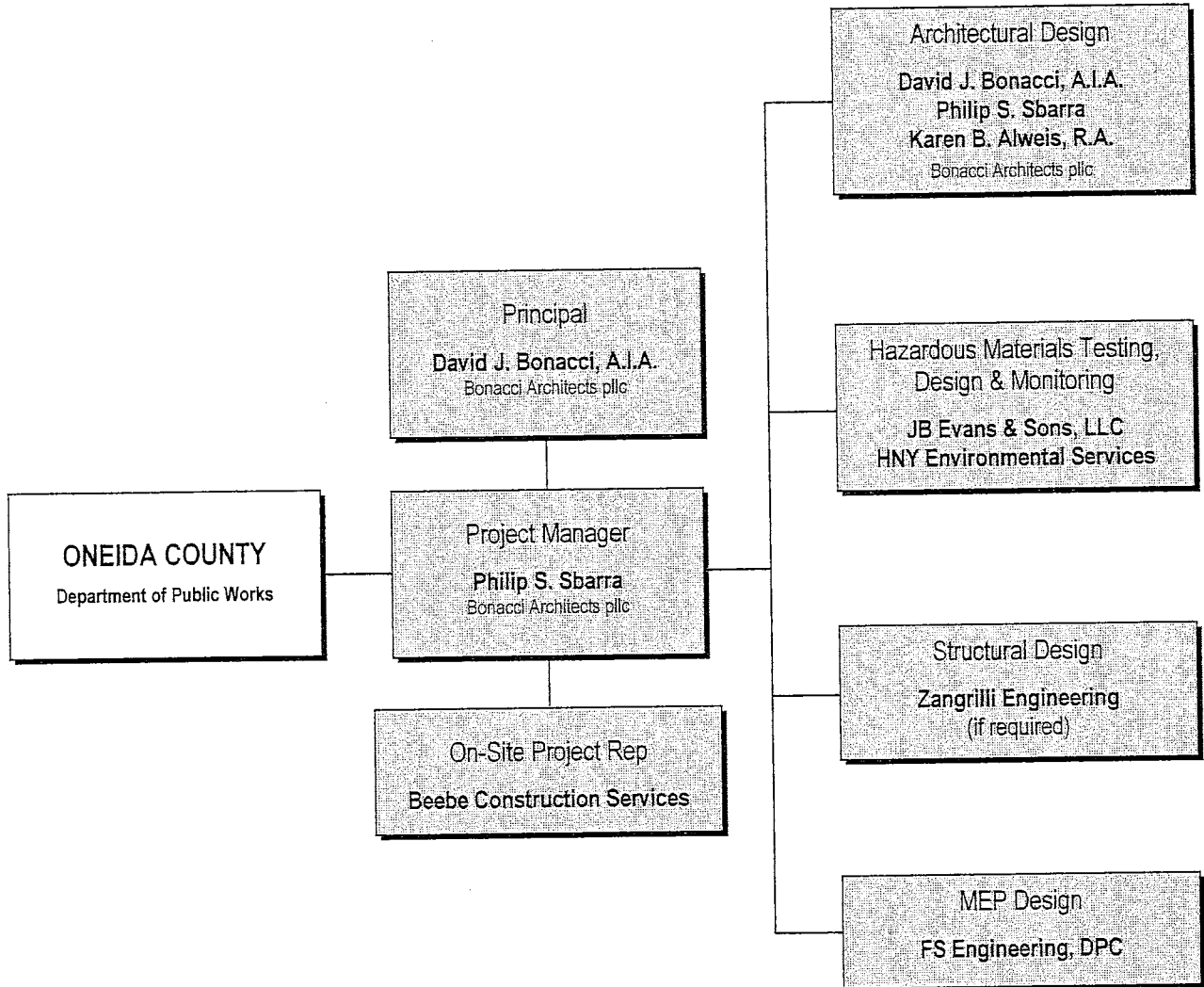
A/E Selection	49 days
Review Proposals	2 days
Final Selection of A/E	2 days
A/E Services Contract Prepared / Signed	45 days *
 Planning / ACM Testing	 11 days
Project Kick-off Meeting	1 day
Review Documents / Field Conditions	1 day
Material Sampling & Testing / ACM Test Report	5 days
Information Gathering & Research	2 days
Prepare Project Budget & Schedule	2 days
 Schematic Design (SD) Phase	 7 days
Prepare SD Documents / Update Cost Estimate	7 days
 Design Development (DD) Phase	 21 days
Prepare DD Documents / Update Cost Estimate	21 days
 Construction Documents (CD) Phase	 31 days
Prepare CD's / Update Cost Estimate	28 days
Print & Distribute Bid Documents	3 days
 Bidding / Award Phase	 49 days
Advertise / Receive Bids	17 days
Canvas & Award Recommendation	2 days
Award & Contract Signing	30 days *
 Construction Phase	 120 days
Mobilization	5 days
Complete ACM Abatement	15 days
Alterations	90 days
Closeout	5 days
Review Final Paperwork / As-Builts	5 days

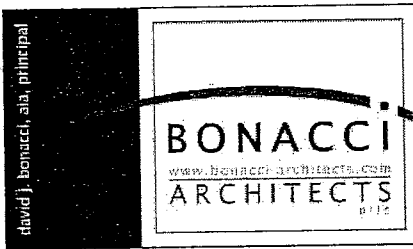
* Pending Oneida County Law Department schedule.

Note: If we are selected and we can execute this project simultaneously with previously awarded building renovations at 120 Airline Street, we believe the economy of scale could save the County money on construction costs as well as A/E fees as indicated on fee proposal sheet.

120 Airline Street, Oriskany, NY
Building Renovations - DSS

PROJECT TEAM ORGANIZATION





PROFILE

Bonacci Architects and its predecessors have been practicing architecture since 1957; this practice has been varied, producing a body of work that includes most project types. We believe that the basic principles of design are applicable to all projects and to new structures, additions and renovations alike.

Bonacci Architects strives for outstanding design and believes that outstanding design is much more than aesthetic form. It is the result of the proper consideration of function, budget, schedule, constructability, maintainability, durability, context, aesthetics, close cooperation with clients and the myriad other factors influencing a specific project.

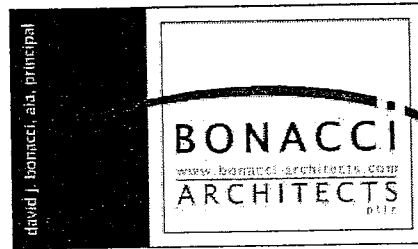
To that end, we provide the following professional services:

Programming	Green Building Design (including LEED)
Master Planning	Construction Contract Administration
Site Analysis and Design	Interior Design
Building Design	Construction Cost Estimating
Code-conformance Surveys	ADA Handicapped Accessibility
Historic Structures (Adaptive Re-use)	Urban Redevelopment

We are architects and our technical staff has high professional qualifications. Their skill and experience provides you with high quality service in optimum time. Medium size and non-departmental structure allow us to handle both large and small projects with efficiency. *The professionals who design the project provide administration of the construction contracts, facilitating continuity of thought and execution.* The benefits for our clients are personalized attention combined with broad technical expertise.

After experience with both in-house engineering and outside consultants, we made a carefully-considered decision to use consultants. We can select those who provide the depth of specialized expertise, in a timely manner, as required for a specific project and its schedule. We find that their responsiveness and coordination with our work is as good as or better than that achievable with in-house personnel, despite the oft-assumed advantage of the latter agreement. *We have the most appropriate team working for you.*

Bonacci Architects provides personal, responsive service. By personal service, we mean that the Principal-in-Charge and Project Architect will be involved in the work from beginning to end. By responsive, we mean that we *listen* and will cooperate with your input, then respond to your needs as expeditiously and completely as possible. We welcome you as an active, contributing member of the team!



DAVID J. BONACCI, AIA

Principal / Director of Design

Years experience with this firm - 38 years; with other firms - 8 years

Registration:

New York No. 015803

Education:

Syracuse University @ Utica College, B.S. Contracts and Construction, 1972

Continuing Education: AIA Continuing Education Seminars
The Roofing Industry Educational Institute Seminars
Sustainable Architectural Initiatives

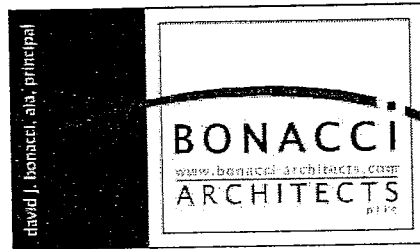
Community:

Sponsorship Chair / Herkimer Area Resource Center Fund Development
Member / CNY Green Building Council
Trustee (former) / Landmarks Society of Greater Utica
Chair (former) / Scenic & Historic Commission, City of Utica

Experience:

Mr. Bonacci has performed programming, design, production and management duties for a variety of building projects and building types. He has been directly involved in various capacities with nearly all projects listed on our experience lists included herein. Some specific projects he has worked on include:

- Concept Design for Proposed Multi-Modal Transportation Center, City of Utica, NY
- Renovations to Oneida County Office Building Receiving Area/Parking Garage, Utica, NY
- Oneida County Emergency Services Facility Expansion, Oriskany, NY
- Oneida County 2017 Facility Improvements, Oriskany, NY
- Oneida County Emergency Services Facility Study, Oriskany, NY
- Public Safety Complex, City of Utica, NY
- Oneida County 911 Emergency Call Center Facility, Oriskany, NY
- MVCC "thINCubator" (2016), Bagg's Square East, Utica, NY
- MVCC ACC Room 116 Renovations, Utica, NY
- The Community Foundation, 2608 Genesee St., Utica, NY
- New Offices for The House of the Good Shepherd, Herkimer Rd., N. Utica, NY
- Façade/Masonry Renovations (2015-2016) at Union Station, Utica, NY
- MVCC Payne Hall Restorations, Utica, NY
- Union Station REA Wing Masonry Repairs, Utica, NY
- Abatement & Renovations to Oneida County Office Building, 6th Floor, Utica, NY
- Abatement & Renovations to Oneida County Office Building, 2nd Floor, Utica, NY
- Renovations to 300 W. Dominick St., Oneida County Offices, Rome, NY
- New Building for SRC, Inc. (LEED Certified), North Syracuse, NY
- Addition to Adjusters International, Utica, NY
- Addition to Griffiss Institute, Griffiss Park, Rome, NY (LEED Certified)
- Rehabilitation of the historic Union Station, Utica, NY



PHILIP S. SBARRA

Assistant to Director of Design

Years experience with this firm – 19.5 years; with other firms - 2 years

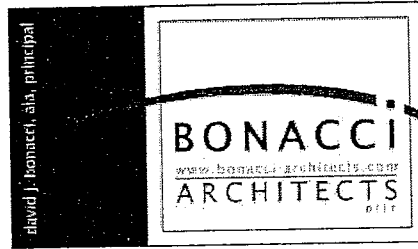
Education:

Syracuse University, B. Arch., 1999

Experience:

Mr. Sbarra has provided design, contract documents and construction administration for a variety of project types. He also has experience in model making and computer-aided graphics related to architecture.

- Oneida County Emergency Services Facility Expansion, Oriskany, NY
- Oneida County Emergency Services Facility Study, Oriskany, NY
- Alterations to Carbone GMC Dealership, Town of Deerfield, NY
- Additions & Alterations to Carbone Honda, Yorkville, NY
- New BMW Dealership Facility, Carbone Auto Group, North Utica, NY
- Renovations to Church of the Annunciation, Ilion, NY
- MVCC "thINCubator" (2016), Bagg's Square East, Utica, NY
- Mohawk Valley Community College ACC Room 116 Renovations, Utica, NY
- The Community Foundation, 2608 Genesee St., Utica, NY
- New Offices for The House of the Good Shepherd, Herkimer Rd., N. Utica, NY
- Façade/Masonry Renovations (2015-2016) at Union Station, Utica, NY
- Union Station REA Wing Masonry Repairs, Utica, NY
- Loading Dock Renovations, Herkimer ARC, Ilion, NY
- Office Renovations for The House of the Good Shepherd, Utica, NY
- Renovations to Kennedy Plaza Apartments, Utica, NY
- Renovations to Kids Oneida, Utica, NY
- Renovations to Our Lady of Lourdes Church and Seton Center, Utica, NY
- Numerous downtown revitalization projects, City of Utica, NY
- Renovations to Oneida County DMV at Union Station, Utica, NY
- District-Wide Facilities Phase III, Greater Johnstown School District, Johnstown, NY
- Renovations to Montessori School, Chadwicks, NY
- New Bell Hall, Utica College, Utica, NY
- New Tower Hall, Utica College, Utica, NY
- Student Housing for Pratt Institute at Munson Williams Proctor Institute, Utica, NY
- Addition to Adjusters International, Utica, NY
- Lobby Renovations for Union Station, Utica, NY
- Renovations for NYSUT, New Hartford, NY
- Don's Ford Dealership, Utica, NY
- Carbone Chrysler Dodge Dealership, Utica, NY
- Carbone Honda Dealership, Utica, NY
- New Office Building for Underground Facilities Protective Organization (UFPO), Dewitt, NY



KAREN B. ALWEIS, RA

Project Architect

Years experience with this firm - 24 years, with other firms - 4 years

Registration:

New York No. 025745-1

Education:

Ohio State University, B. Arch., 1986
Syracuse University, M. Arch., 1991

Continuing Education:

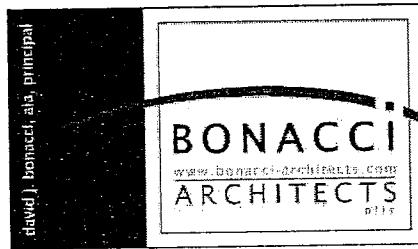
AIA Continuing Education Seminars

Experience:

Ms. Alweis has been involved in various projects including educational, institutional, commercial and residential. She has also been involved with the interior design of many projects.

Experience with new and/or renovation work includes the following:

- Oneida County 2017 Facility Improvements
- Window Replacement Project, St. Francis DeSales Building, Utica, NY
- Façade Improvements Program, City of Utica, NY
- District-Wide Capital Project, Mechanicville City School District
- New Aging-Out Residence, Upstate Cerebral Palsy, Lyons Falls, NY
- New Apartment Buildings w/ Community Center for Municipal Housing Authority, Utica, NY
- Alterations to Locker Rooms, OnCenter War Memorial, Syracuse, NY
- Renovations to various United States Postal Service Buildings located throughout New York State
- Building Condition Survey(s), Greater Johnstown School District
- Window Replacement at West Utica Fire Station, Utica, NY
- Renovations to the Preschool Facility for The Neighborhood Center, Utica, NY
- New Facility for UCP Children's Educational and Residential Center, Rome, NY
- Interior Renovations to the Children's Center, Upstate Cerebral Palsy, Utica, NY
- Expansion of Day Treatment/Conference Center, Armory Campus, Upstate Cerebral Palsy, Utica, NY
- Staff Architect for Renovations to Residences, Herkimer Area Resource Center, Herkimer, NY
- Renovations to Insight House Chemical Dependency Services, Utica, NY
- Renovations for the former Lady of Lourdes Convent and conversion to Residence for Teen Mothers



RELEVANT PROJECT EXAMPLES

2017 Facility Improvements, Various Oneida County Buildings

Description:

Architectural design for various repairs/renovations at several Oneida County buildings including parking lot repair & paving, replacement of flat roofing system, entrance doors & door hardware replacement, structural deck/concrete ceiling repairs, exterior equipment enclosure, elimination of water infiltration, various painting, repointing, and locker replacement. Project consists of multiple bid packages.

Construction Cost: TBD
Completion Date: 2019

Oneida County Emergency Services Facility Expansion, Oriskany, NY

Description:

Renovations to interior and exterior of existing building including new windows, doors & frames, roofing, parking lot repairs and expansion, LVT flooring, demolition and room reconfiguration, wall repairs, painting, acoustical tile ceiling replacement. Project also includes construction of a new one-story addition, approximately 2,900sf, with full basement. Existing HVAC, plumbing and electrical systems will be modified for the existing space and expanded as required for addition with new equipment/services as needed.

Construction Cost: TBD
Completion Date: 2019

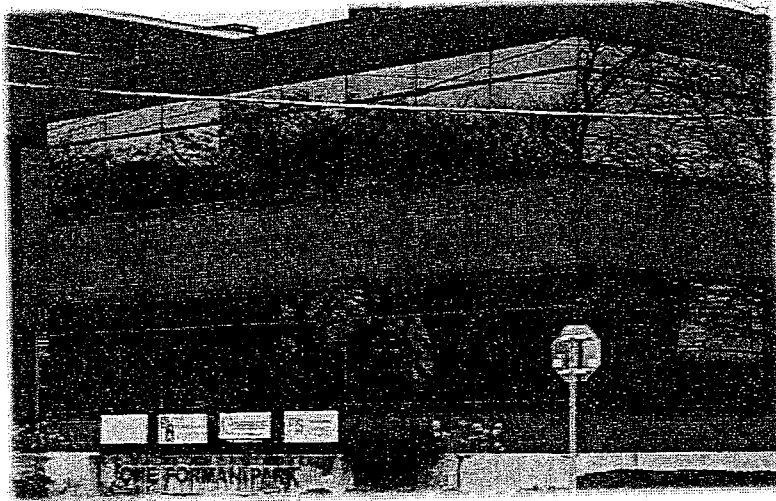
The Community Foundation of Oneida & Herkimer Counties, Utica, NY

Description:

Our firm was selected as a result of a design competition to design the new "Foundation" offices and tenant space following their acquisition of a former 1970's vintage church facility. The great success of the project was due in part to good communication and documentation from planning phases through occupancy. We replaced or significantly upgraded all building systems in this former church to appropriately provide for the state of the art "Foundation" facility. Included in the facility is a large convening/meeting space for the Foundation which will also serve as a premier community meeting/presentation space.

Construction Cost: \$3M (exclusive of furnishings)
Completion Date: 2016

FIRM PROFILE – FS Engineering, DPC



Principals

Elizabeth P. Fisher, P.E.
Grace L. Sack, CPDT

Associates

Gerald P. Cowden
Douglas M. Clay, LEED AP
Francis J. Reid

Business Associate

Paul C. Sack, P.E., LEED AP, CPD
Sack & Associates Consulting Engineers, PLLC

HISTORY – FS Engineering, DPC, was established in 2016 when Elizabeth Fisher and Grace Sack saw an opportunity to branch off from Sack & Associates, Consulting Engineers, PLLC, to provide HVAC, Plumbing, and Fire Protection Professional Engineering Services on a smaller scale and as a New York State Certified WBE. Recognizing the strength of the Sack & Associates Team, they continued utilizing them when necessary on larger projects and projects requiring Electrical Engineering support. In January of 2019, FS Engineering acquired Sack & Associates' employees to better serve clients offering a broader range of services and experience.

Our Team is comprised of 28 professionals (including seven licensed Professional Engineers, three LEED Accredited Professionals, and four administrative)

Our Goal is to provide clients with sustainable, energy-efficient, cost-effective designs that are tailored to meet their project. FS's newly acquired team provides strong project experience in many market sectors – K-12, Colleges, Healthcare, Commercial, Industrial – which allows our engineers to bring successful approaches and technologies from one sector to another. We focus on communication between our Client and Project Partners to ensure project success.

The Firm Specializes in energy modeling and conservation, building management, fire alarm, security, communications, HVAC, plumbing and medical gas systems, as well as electrical lighting, power distribution, site lighting, geothermal systems, combined heat and power systems, and fire protection.

All construction documents are produced in-house with the latest version of AutoCAD or Revit. Building Information Modeling (BIM) is an integral part of our designs.

Professional Affiliations:

- American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)
- National Fire Protection Association (NFPA)
- National Society Professional Engineers (NSPE)
- American Society of Plumbing Engineers (ASPE)
- Illuminating Engineering Society (IES)
- Institute for Electrical and Electronic Engineers (IEEE)
- International Code Council (ICC)
- Central New York Society for Healthcare Engineering
- Greater Syracuse Chamber of Commerce
- Syracuse Builders Exchange

Highlights

- Seven licensed Professional Engineers
- Professional staff of 28
- Three LEED Accredited Professionals
- Average staff tenure of 15 years
- Award winning projects
- NYS Certified WBE

Client Focused | Solution Oriented | Innovative Design



FS Engineering, DPC
721 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 www.fsengineering.pro



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 721 E. Genesee Street, Syracuse, NY 13210
 Tel: 315-471-4013 Fax: 315-471-4044
 www.FSengineering.pro

ELIZABETH P. FISHER, P.E.
 Principal – Mechanical Engineer

EXPERIENCE

Elizabeth has more than 13 years' experience in preparing piping and HVAC layout drawings and developing concept design and contract drawings. Project experience includes planning and layout of HVAC systems for office buildings, schools, parking garages, medical office buildings, hospitals, maintenance facilities, fire stations, restaurants, and banks.



SELECTED PROJECTS

With FS Engineering:

Manlius-Pebble Hill Schools, DeWitt, NY

- Provided HVAC design for the Campus' new 10,500 square foot athletic center. Also included was the renovation of their existing gym into two-stories, the first-floor housing visual art classrooms and second-floor housing campus **administrative offices**. HVAC systems included multiple indoor air handling units located on the mezzanine level of the pre-engineered building to serve the new gym. Gas fired rooftop units with DX cooling served the **administrative offices** and variable speed, 100% outdoor air units with energy recovery served visual art classrooms.

With Sack & Associates:

Empower Federal Credit Union, Syracuse, NY

- 75,000 SF renovation of manufacturing plant to **office** use. Multiple HVAC systems were analyzed, taking into consideration energy efficiency, first cost, life-cycle and required maintenance. An active chilled beam system proved to be the most economical when looking at life-cycle costs with the limited maintenance requirements using condensing boilers and an air-cooled chiller for central heating and cooling.

Cato-Meridian Central School District, Cato, NY

- Provided mechanical design for an EXCEL project which incorporated reconstruction at Elementary/Middle/High Schools. Renovations included evaluation of the existing central ventilation air system for rebalancing to current NYS Mechanical Code and SED requirements. A variable refrigerant volume system was designed for the **Main Office Suite**. Revisions to Nurses **Office**, Auditorium lobby case lighting, revisions to Computer Lab D323, renovations to Recreation Center, and pool lighting were also included in the project.

Education

University of Rochester
 B.S. Mechanical Engineering

Certification

Professional Engineer, New York, 2016

Professional Affiliation

American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) member

National Society of Professional Engineers (NSPE)

Employment

FS Engineering, DPC
Principal, Mechanical Engineer

Sack & Associates Consulting Engineers, PLLC
Mechanical Engineer

IBC Engineering, PC
Junior Engineer

Clark Paterson Lee
Junior Engineer



SACK & ASSOCIATES
 CONSULTING ENGINEERS, PLLC

FS ENGINEERING, DPC
 A New York State Certified FIRM





EXPERIENCE

Lynn has over 15 years' experience in preparing piping and HVAC layout drawings and developing concept design and contract drawings.

Project experience includes assisting in the planning and layout of HVAC systems for office buildings, schools, parking garages, medical office buildings, hospitals, maintenance facilities, shopping malls and anchor stores, fire stations, restaurants, and banks.

SELECTED PROJECTS

With Sack & Associates:

Oneida County

- 120 Airline Street Renovations. Provided Mechanical design for creation of **office** space for 14 employees. One conference room and one training room (moc courtroom).

Oneida County Emergency Services, Oneida, NY

- Emergency Services Facility Addition and Renovations.

Cato-Meridian Central School District, Cato, NY

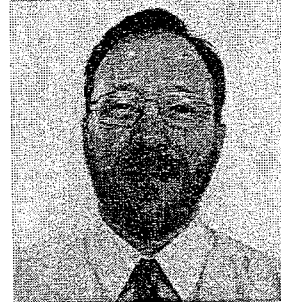
- Energy Performance Contract.
- 2018 Capital Outlay, renovation to **District Offices**.

James-Clinton Square Building, Syracuse, NY

Mechanical design for 20,000 SF **office** space renovation.

Onondaga Community College, Syracuse, NY

- Coulter Library - provided Mechanical design for \$10.5 million in renovations to three floors of library building that includes renovations to Library on South side and **Administration Offices** and Instructional Spaces to the North side of building.



Education

Rochester Institute of Technology
 B.S. Electrical/Mechanical Engineering
 Technology

State University of New York at Onondaga
 Community College
 A.A.S. Mechanical Technology

Professional & Community Affiliations

Member American Society of Heating, Refrigerating, and Air Conditioning Engineers (AHSRAE)

Employment

Sack & Associates Consulting Engineers, PLLC (2005)
Designer, Mechanical Division

O'Brien & Gere
Designer, HVAC





FS Engineering, DPC
721 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 Fax: 315-471-4044
www.FSengineering.pro

DAVID D. DELGENIO, CPD
Senior Engineer
Plumbing/Fire Protection Division

EXPERIENCE

Dave has more than 34 years' experience in the design of plumbing and fire protection systems. Experience includes design of sanitary, storm, domestic water, emergency generator fuel systems, sewage treatment systems, swimming pool filtration, circulation and chemical feed, and medical gas systems for educational, health, and institutional facilities.

SELECTED PROJECTS

With Sack & Associates:

Oneida City School District, Oneida, NY

- High School Restroom renovations.

Oneida-Herkimer-Madison BOCES, New Hartford, NY

- PPD Building Development, renovate offices.

Oneida County, Oneida, NY

- Emergency Services Facility Addition and Renovations

Oneida County Office Building, Oneida, NY

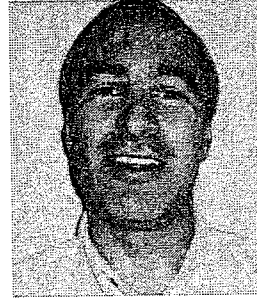
- M/E/P renovations to Fifth Floor.

Camden Central School District, Camden, NY

- Major M/E additions and renovations including design for infrastructure upgrades and HVAC system replacements/upgrades at Annsville Elementary, Northbay Elementary, McConnellsville Elementary, Camden Elementary, Camden Middle School, Camden High School, Bus Garage, and **District Office Building.**

Whitesboro Central School District, Whitesboro, NY

- District Office relocations.



Education

State University of New York at Delhi
A.A.S. Architectural Technology

Licenses & Certifications

Certified In Plumbing Design (CPD) by the
American Society of Plumbing Engineers
(ASPE) 1994

Professional & Community

Affiliations

American Society of Plumbing Engineers,
1987-1990 President

Employment

Sack & Associates Consulting Engineers,
PLLC (2000)
*Senior Plumbing and Fire Protection
Engineer*
Plumbing/Fire Protection Engineer

Robson & Woese, Inc.
Senior Plumbing Design Engineer

Sargent Webster Crenshaw and Foley
Plumbing Draftsman/Designer



SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC

FS ENGINEERING, DPC
A New York State Certified WBE



EXPERIENCE

Brian has more than 32 years' experience in the preparation of feasibility and technical assistance studies and construction documents as a senior electrical engineer.

Specific project experience includes the design of lighting, power emergency power, fire alarm and communication systems for schools, hospitals, psychiatric centers, medical office buildings, parking garages, maintenance facilities, and child care centers.



Education

Clarkson University
 B.S.E.E. Electrical Engineering

Northern Essex Community College
 A.A.S. Electrical Engineering
 A.A.S. Electronics

Professional Affiliation

Professional Engineer, New York, 1995

Employment

Sack & Associates Consulting Engineers,
 PLLC
Senior Engineer, Electrical Division

Beardsley Design Associates, P.C.
Senior Electrical Engineer

Weeks Engineering
Electrical Engineer

Beardsley, Beardsley, Cowden, & Glass, P.C.
Electrical Engineer

SELECTED PROJECTS

With Sack & Associates:

Oneida County

- 120 Airline Street Renovations. Create office space for 14 employees. One conference room and one training forum (mock courtroom).
- Emergency Services Facility Addition and Renovations.

Oneida City School District, Oneida, NY

- High School exterior lighting replacement.
- Oneida Castle - re-activation of building for all Day Pre-K and **District Offices**.
- Additions and renovations to the District's Elementary School buildings, Middle School, Junior-Senior High School, Maintenance Facility, and new Athletic field seating and Press box structure.
- High School stage lighting system upgrades.
- Middle School lighting upgrades for interior and site.

Town of Big Flats, Big Flats, NY

- Design of two Highway Department Maintenance Buildings totaling 25,800 SF. Systems include in-floor hydronic heat, overhead radiant heat, card-access fueling system, and supporting electrical power and lighting. Project also included M/E design of approximately 14,000 new Community Center that included a kitchen, classrooms, **offices**, and meeting room.
- Design for additions and renovations to Town Hall and new Courthouse Building.



SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC
721 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 Fax: 315-471-4044
www.sack.pro

PAUL C. SACK, P.E., CPD,
LEED® Accredited Professional
Principal/Consultant

EXPERIENCE

Paul has more than 43 years' experience in the preparation of feasibility and technical assistance studies and construction documents as both a Senior HVAC Engineer and a Project Manager.

Project experience includes design of HVAC systems for schools, hospitals, psychiatric centers, commercial and medical office buildings, parking garages, maintenance facilities, heliports, and childcare centers.

Specific systems include numerous water source heat pump and VAV systems, 90,000 lbs/hr steam boiler plant, 2800-ton chilled water plant, steam back-pressure and gas engine-generator steam cogeneration plants.

SELECTED PROJECTS

Oneida County Emergency Services, Oneida, NY

- Emergency Services Facility Addition and Renovations.

Oneida County Courthouse, Oneida, NY

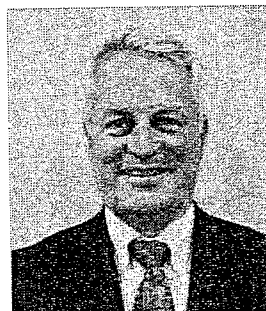
- Renovations to Fourth and Fifth Floors including courtroom, judges' chambers, and offices.
- M/E renovations to Second and Third Floors. Renovation of **office** space, court rooms, toilet rooms, HVAC systems, data and telecommunication, security and access control systems.

Oneida County Office Building, Oneida, NY

- M/E renovations to Fifth Floor.
- Replace existing sound/video system in Board of Legislators Chambers, 10th Floor.
- M/E renovations to Server Room.

Empower Federal Credit Union Corporate Headquarters Renovation, North Syracuse, NY

- 75,000 SF renovation of manufacturing plant to **office** use. Multiple HVAC systems were analyzed taking into consideration energy efficiency, first cost, life-cycle and required maintenance. An active chilled beam system proved to be the most economical when looking at life-cycle costs with the limited maintenance requirements using condensing boilers and an air-cooled chiller for central heating and cooling.



Education

Syracuse University
B.S. Mechanical Engineering

Licenses & Certifications

Professional Engineer, New York, 1980
Professional Engineer, Colorado, 2001
Professional Engineer, Pennsylvania, 1992
Certified in Plumbing Design (CPD) by the American Society of Plumbing Engineers (ASPE) 1990
LEED Accredited Professional, 2006

Professional & Community Affiliations

National Society of Professional Engineers
Member of American Society of Plumbing Engineers
ASHRAE Member (served as Chairman of Education and Research Committees)
Past Member Syracuse University - Energy Systems Advisory Board
Past Trustee and Board Vice President of Manlius Pebble Hill School
YMCA of Greater Syracuse
(Past Board of Directors - retired 6/2013)

Employment

Sack & Associates Consulting Engineers, PLLC (1988)
Principal
Robson & Woese, Inc.
Senior Engineer/Project Manager
Carrier Corporation
Development Engineer
Various residential developers
Electrician and Carpenter

OFFICE COMPLEX PROJECTS

Oneida County, Oneida, NY

- 120 Airline Street Renovations. Create office space for 14 employees. One conference room and one training forum (mock courtroom).
- Emergency Services Facility Addition and Renovations.

Big Flats Town Hall, Big Flats, NY

- M/E renovations to HVAC and addition to Town Hall.

Brittonfield Office Park, Syracuse, NY

- 10,000 SF addition to Peerless Insurance Offices. Project included heat pumps.
- Hematology/Oncology loop piping cross connection.

Cato-Meridian Central School District, Cato, NY

- Renovation to District Offices.

Cayuga Medical Center, Ithaca, NY

- Admin House Renovations - (Bonnie Howell House). M/E/P renovations to abandoned 3-story house on campus to create offices for administration.

Collamer Crossing - Building Two, East Syracuse, NY

- 26,000 SF new Office Building (CNY HUB).

DeWitt Town Hall, DeWitt, NY

- Two-story, 27,000 SF Office, Courts, and Police Department facility. Project included heat pumps.

Empower Federal Credit Union Corporate Headquarters Renovation, North Syracuse, NY

- 75,000 SF renovation of manufacturing plant to office use for Empower Credit Union's corporate headquarters. Space will feature an open floor plan to facilitate communication between employees and departments. Facility will house the company's Information Technology Department and Call Center.

First Republic Corporation – Office Building One, Liverpool, NY

- Tenant fit up/renovation of two-story, 40,000 SF office building. Electrical included replacement of 30-year-old panelboards and associated branch circuit wiring; power distribution for new HVAC equipment; replacement of light fixtures; replacement of receptacles; addition of lighting control system for compliance with NYS Energy Code; and addition of carbon monoxide sensors for compliance with NYS Building Code. HVAC design included new cooling tower with pumps, energy recovery unit, and new heat pumps with piping system. New sanitary and vent system as well as hot, cold, and hot water recirculation systems for Kitchen area, employee Breakrooms and fully ADA compliant Bathrooms were included.

Greene County Office Building, Greene, NY

- M/E design for a new four-story, 100,000 SF building to include County Offices, legislature Meeting and Caucus Rooms, and Telecommunications Rooms and cabling systems. Project included heat pumps.

Griffiss Business Park, Rome, NY

- Building Six renovations for Owner/Operations Department.

Heritage Bank, Corning, NY

- Design-Build of new building for bank headquarters.

Herkimer County Office & Courts Facility, Herkimer, NY

- Five-story, 80,000 SF Offices with Courtrooms.

Montgomery County Office Consolidation Study, Herkimer, NY

- Facilities survey and evaluation to assess economics of consolidating three County office buildings into a single renovated or new facility. Analysis included evaluation of current M/E/P systems including age and repair histories, determination of system remaining service lives, operating cost analysis. Options were evaluated, and recommendations made based on combined life cycle cost analysis including repair, replacement, energy, and maintenance costs assessed assuming certain escalation and interest rates for a continuous building life. Study included the impact of employee elimination in a present worth calculation as a benefit of consolidation.

St. Lawrence-Lewis County BOCES, Canton, NY

- M/E renovations to convert abandoned nursing home into offices.

Tompkins County Chamber of Commerce, Ithaca, NY

- Office and toilet room renovations.

Tompkins Financial, Ithaca, NY

- New, 110,000 SF, seven-story Office Building. This new central location will consolidate many of the various Tompkins Financial operations under one roof.

Unity Mutual Headquarters, Syracuse, NY

- 70,000 SF Office Building/corporate headquarters including Computer Room with pre-action fire suppression system and heat pumps.

Utica National Insurance Company, New Hartford, NY

- Design and construction of replacement boilers in Tower Building.
- Design of steam boilers for humidifiers in main complex.

Welliver-Mcguire Offices, Montour Falls, NY

- Sack & Associates provided Electrical Engineering Design including field investigation of existing conditions for a 32,000 SF office building renovation project. Design included replacement of main switchboard, panelboards, feeders and branch circuits; lighting fixtures and controls; fire alarm system and voice/data cabling.

Widewaters Office Park, DeWitt, NY

- Multi-building office park including 250,000+SF office space and 65,000 SF flex space. Project included heat pumps.

Woodcliff Office Park, Rochester, NY

- Multi-building office park including more than 160,000 SF office space. Project included heat pumps.



CORPORATE QUALIFICATIONS

JB Evans & Sons, LLC was founded in 2011; its basis for operation is the expertise of its partners. Operating primarily in New York State, JB Evans & Sons (JBE&S) provides environmental consulting, design and training services. Primary specialties consist of asbestos inspection, radon services and incorporating multiple environmental and safety concerns into building surveys and renovation designs.

Asbestos

Three partners have completed state and federal asbestos training. Asbestos-related services are primarily provided by James Evans, who has more than 25 years of full-time asbestos consulting experience including inspection, management planning, project design, obtaining variances from state asbestos regulations, and compliance. Mr. Evans has provided asbestos services in 22 states and has assisted in writing national asbestos procedures. He has completed scores of designs and hundreds of asbestos surveys for residences, not-for-profit housing groups, schools and educational buildings, municipal and industrial buildings and federal facilities. Through professional networks and training programs he continues to disseminate his experience to other asbestos practitioners.

JBE&S provided asbestos inspection services to an engineering firm in 2012 by guiding other asbestos and lead inspectors through ten abandoned industrial buildings. The purpose of the walkthrough was for JBE&S to clarify to the inspection team expectations of the survey and details required in sampling and reporting. The report of findings was reviewed for technical accuracy and consistency prior to finalization.

JBE&S provided AHERA Triennial Re-inspections of 15 school buildings in 2013. Re-inspections included review of construction projects and asbestos abatement performed over the past three years, field verification of asbestos quantities and conditions, reporting changes and confirming or recommending new management techniques.

JBE&S provided asbestos design services to Bonacci Architects for the Oneida County Department of Public Works building renovation project. The purpose of the design was to facilitate building improvements while minimizing the extent and cost of required asbestos abatement.

JBE&S provided pre-demolition asbestos surveys of two houses and a meeting building to Housing Visions in Albany, NY. The survey addressed asbestos-containing materials as well as lead in soil. Survey findings were used to create technical specifications for abatement of lead and asbestos.

Radon

Three partners completed the rigorous Rutgers University radon certification course and subsequently passed the National Environmental Health Association-National Radon Proficiency Program (NEHA-NRPP) examination and certification requirements. JBE&S provides professional radon testing,



consulting, design and educational outreach services in Central New York. JBE&S has provided both Radon testing and mitigation system installation.

Environmental Design

Addressing environmental matters as part of a larger renovation or demolition project may require designs to encompass asbestos, lead-based paint, PCBs, mercury switches, mold and universal waste. Site conditions may require designers to consider health and safety for investigation teams as well as abatement contractors. JBE&S has experience with identifying and carefully addressing multiple environmental and safety factors in project designs.

JBE&S reviewed reports of environmental findings and proposed renovation designs for the Babcock House, a historic building in Syracuse, NY. Integrating abatement of asbestos with designs for lead-based paint removal and building renovations, JBE&S provided technical specifications, special conditions and bid item descriptions which enhanced regulatory compliance and safety while minimizing cost increases for environmental remediation.

As part of a municipal redevelopment plan, the Development Authority of the North Country requested assistance for the demolition and stabilization of a former mill site. JBE&S provided specialty consulting services to the engineering team to address multiple environmental conditions as part of the demolition and stabilization design package.

Training and Outreach

JBE&S partner James Evans provides state and federal asbestos training courses in association or in partnership with local consulting and engineering firms. Mr. Evans is approved by the New York State Department of Health to be the lead instructor for both classroom and hands-on portions of asbestos training classes for professional designers, supervisors, inspectors, project monitors and management planners. Asbestos awareness training as required by OSHA has been provided to educational, commercial and municipal clients.

JBE&S provided asbestos initial and annual refresher training to municipal water authorities. The programs included training elements required by state and federal regulations as well as client-specific operations, safety and methods.

As an adjunct professor at Mohawk Valley Community College, James Evans designed a course entitled Environmental Management for Construction Projects. Intended for building design team members such as architects, engineers and construction managers, the course provides assistance with integrating multiple environmental concerns into a building renovation or demolition project, controlling environmental scope creep and stabilizing costs, and bidding options for regulatory compliance, flexibility and minimizing change orders.



James B. Evans

TECHNICAL EXPERTISE

- Coordination of environmental assessments and remedial design
- Asbestos Project Design
- Asbestos inspection and management planning
- Environmental Training programs
- Preparing programs for management of asbestos in place
- Preparing cost estimates for environmental remedial actions
- Radon testing and residential mitigation systems
- Design, bid documents and drawings for environmental concerns

YEARS OF EXPERIENCE

With JB Evans & Sons: 5
With Other Firms: 26

EDUCATION

AA Liberal Arts/Biology
SUNY Ulster County
Community College, Stone
Ridge, NY
BS Resource Management,
SUNY College of Environmental
Science & Forestry, Syracuse, NY

PROFESSIONAL PROFILE

Mr. Evans has over 30 years of professional experience in the areas of asbestos inspection, management, design and construction monitoring; environmental compliance and remediation in the built environment and environmental education.

As a partner with JB Evans & Sons, LLC he is the primary instructor for asbestos training courses. He provides environmental experience to professional design firms through consulting, design, cost estimating and identifying cost effective solutions which fulfill regulatory requirements.

Mr. Evans coordinates multiple environmental concerns in identification, assessment and remediation projects to facilitate renovation and demolition projects.

Prior to founding JB Evans & Sons, Mr. Evans was a Project Associate with O'Brien & Gere Engineers in Syracuse, NY.

REPRESENTATIVE PROJECTS

with JB Evans & Sons and O'Brien & Gere Engineers.

ASBESTOS INSPECTION AND MANAGEMENT:

Renovations to Oneida County Courthouse, Utica, NY – As a subconsultant to Bonacci Architects, performed asbestos pre-design inspections to determine whether asbestos was present in materials to be disturbed as part of building renovations. Subsequently provided project design and oversight of monitoring. Monitoring was provided by HNY Environmental of Utica, NY.

Mechanicville CSD Bus Garage, Mechanicville, NY – As a subconsultant to Bonacci Architects, provided a pre-demolition asbestos survey and lead-based paint survey. Using survey results, provided technical specifications for removal of ACM and a fuel storage tank.

Tomkins-Seneca-Tioga BOCES – Completed asbestos sampling to supplement existing records to facilitate renovation of the D-Building Print Shop and adjacent classroom areas.

JB Evans & Sons, LLC

PO Box 404, Cazenovia, NY 13035

jbevansandsons@gmail.com

Cell phone 315-720-2947 Office 315-815-4263



James B. Evans

Ithaca City School District, Caroline School – Completed asbestos sampling to supplement existing AHERA records, provided a pre-renovation asbestos survey and issued report to comply with state and federal regulations. Provided drawings and specifications for asbestos removal to facilitate reconstruction of the school lobby to address security needs.

Ithaca City School District 2016 – Performed pre-design asbestos surveys to determine the scope of removals needed to address insurance claims related to a broken pipe. Subsequently designed a removal project for flooring materials, conducted bid and provided project management through completion of the work. Project monitoring and laboratory services were provided through subcontracts.

MULTIPLE ENVIRONMENTAL PROJECTS:

Housing Visions, Albany, NY - Assembled a project team and performed environmental assessments and project design for an eight building project designed to provide quality housing in Albany, NY. The Project concerns included asbestos, lead-based paint, lead in soil, radon, mold and universal waste. Assessment and design integrated environmental concerns into overall renovation and demolition designs to minimize cost and schedule impacts.

Housing Visions, Community Center Demolition, Syracuse, NY – Provided pre-demolition asbestos survey and sampling of abandoned building. Supervised testing for lead-based paint and quantified additional environmental concerns including PCB caulk and light ballasts, mercury switches, mold and radon. Provided environmental project design and ongoing engineering services throughout construction.

ASBESTOS REMOVAL PROJECT DESIGN:

Renovations to Oneida County Office Building – Performed asbestos pre-design inspections, asbestos design and oversight of project and air monitoring. Project included removal of spray-applied asbestos-containing fireproofing on structural steel and asbestos-containing flooring. Building remained occupied throughout the project.

Ithaca City School District – Provided review of AHERA plans and supplemented information with specific asbestos sampling prior to maintenance activities in three schools. Provided project design and solicited bids for asbestos removal. Managed the project through completion, including scope, schedule, budget, submittals and recordkeeping.

Babcock House Historic Renovations, Syracuse, NY – Designed removal of known asbestos-containing sealant materials from a historic building. Provided technical specifications for asbestos removal integrated with renovation plans, other environmental specifications and historic requirements.

Center of Excellence, Syracuse, NY – Negotiated variances from New York State environmental regulations to permit alternate procedures for construction on a site with soils



James B. Evans

contaminated asbestos and metals. Provided coordination of compliance efforts and interpretations of construction requirements under variance conditions.

TRAINING PROJECTS:

Primary instructor for asbestos training courses for asbestos inspectors, management planners, workers, supervisors, O&M workers, air sampling technicians, project monitors and designers.

Designed and provided client-specific asbestos program including standard operating procedures, respiratory protection and training courses for four NYS water authorities, presenting standard training materials as well as industry specific material and exercises.

Prepared course materials and provided Asbestos Awareness Training for Daily Newspaper employees in upstate New York, a Specialty Metals manufacturing company in New Jersey, and municipal employees in Rochester, NY.

CONSULTATION:

National Institute of Building Sciences, Washington, DC – Assisted in writing an Asbestos Work Practices manual, under contract with the Environmental Protection Agency, as a member of the NIBS project committee. The manual, designed to give guidance to facility O&M teams, is a companion document to the EPA's "Green Book", Managing Asbestos in Place - A Building Owner's Guide.

National Institute of Building Sciences, Washington, DC – Participated in writing the Lead-based Paint Operations and Maintenance Work Practices Manual, in association with the US Department of Housing and Urban Development, as a member of the NIBS project committee. The manual is intended to serve as a guide to building owners, managers, employers and others in developing a lead-based paint O&M program and to workers who implement such programs.

SPECIAL TRAINING

Certified in New York State and EPA-Approved courses:

Asbestos Inspector, Management Planner, Project Designer

Additional Training Completed:

NYS Education Department Designated Person training

NIOSH Course #582: Sampling and Analysis of Airborne Asbestos Dust

OSHA 40-Hour Hazardous Waste Operations Health and Safety Training

OSHA Confined Space Competent Person

NEHA Certified Radon Measurement Professional

AN INTRODUCTION TO

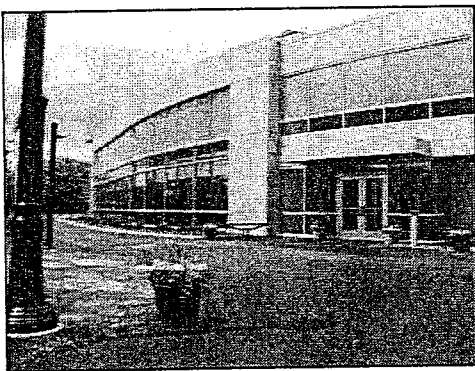


6153 Trenton Road, Utica, New York 13502

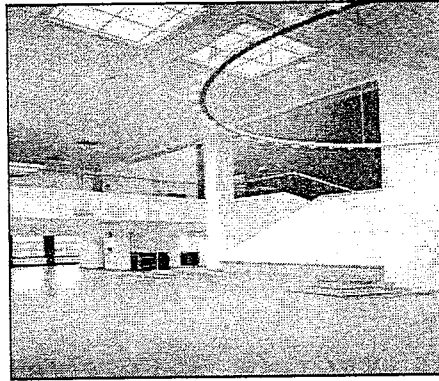
Phone: 315-724-1505 • Fax: 315-724-1187 • email: beebe@beebeconstruction.com

Beebe Construction Services, Inc. (Beebe) offers General Construction, Construction Management, and Design/Build Services. Established in 1912, Beebe has long dedicated itself to provide our community and customers with high quality service throughout the course of the project. Our continued emphases on our quality of work and the services we provide have secured many long-term customers. The majority of our business is from repeat customers and from customer referrals.

Our primary service area is the Mohawk Valley and Upstate New York. Beebe has also established many long-term relationships with companies outside of our primary service area. We have expanded our exposure to many new areas of technologies and construction techniques. This broadened perspective and a continuous process of evaluation allows us to implement these ideas and technologies which will provide measurable benefits for our customers in terms of quality and savings.



We utilize the latest in computer technology to ensure value for our customers on every project. Estimates are prepared using WinEst Software. Expedition is utilized to both manage projects and provide realistic long and short-term schedules and The Construction Manager is used to track job-cost. Beebe has always recognized that our people are our most important asset. We employ 20 project



management, technical support, and administrative staff members. Our honesty and integrity have allowed us to secure and keep some of the best and most talented professionals in the business. By providing the latest tools and training for our employees, we have remained on the leading edge of our industry.

As both General Contractors and Construction Managers, we have successfully completed many major projects, however, we also do many far smaller projects such as additions and remodels. We pride ourselves on providing a wide spectrum of construction services to meet all of our customer's needs.

We have experience building projects funded through the private sector as well as local, state and federal government agencies. We have long-standing quality relationships with many of the finest Architectural and Engineering firms in our market area.

Awards and Accomplishments:

- ✓ 2014 Star Building Systems Master Builder Award "Best of the Government Category"
- ✓ 2013 American Concrete Institute Gold Award for Excellence in Concrete Design & Installation
- ✓ 2012 Star Building Systems Master Builder Award "Best of the New York District"

- ✓ 2011 A Time to Build "Best Green Renovation Project" for Hamilton College Emerson Hall Project
- ✓ 2011 Design & Installation Award "Excellence in Masonry" for Willow Path Bridge Replacement at Colgate University
- ✓ 2009 ACI Silver Award for Excellence in Masonry Design & Installation
- ✓ 2005 & 2007 "Outstanding Builder Award", presented by Star Building Systems
- ✓ Certificate of Recognition, presented by the Westmoreland Historical Society
- ✓ American Institute of Architects "Central New York Merit Award"
- ✓ Construction Economists & Analysis, Letter of Recognition

Letters of Recommendation from the following:

- Adirondack Central School District
- Carthage Central School District
- Clinton Central School District
- Colgate University
- Eastern Star
- Hamilton College
- Harmony Group
- Herkimer County Community College
- Holland Patent
- Stanley Theater Performing Arts Ctr.
- Holland Patent Central School
- Mohawk Valley Community College
- Munson Williams Proctor Arts Institute
- Presbyterian Homes & Services
- Rome City School District
- Sitrin
- Utica College
- West Canada Valley Central School District
- Bonacci Architects
- King & King Architects
- MSA Architecture



GREGORY S. BENINCASA
Principle - Vice President



**General Construction
Construction Management
Design-Built**

Responsibilities/Background

Mr. Benincasa has been with H. R. Beebe, Incorporated since 1982, and became President /Co-Owner of H. R. Beebe in 1998. He has also been the Vice President/Co-Owner of Beebe Construction Services since 1998.

Mr. Benincasa's responsibilities include: Chief Executive Officer, contract administration, and project estimating. Mr. Benincasa has experience as a project superintendent, and senior estimator with H. R. Beebe, Inc. He also has prior experience with the New York State Department of Transportation as an assistant engineer and surveyor.

Mr. Benincasa oversaw: \$25 mil. Presbyterian Home Preswick Glen Project; \$20 mil. Stanley Theater Expansion Project; \$22 mil. Harmony Mills Apartment Project; \$22 mil. Scarsdale New Assisted Living Facility; \$16 mil Eastwyck Village Senior Housing Complex and \$4 mil. Eastern Star Home Expansion – North Wing Addition.

Mr. Benincasa was also the lead Construction Manager on over \$15 mil. of construction at Munson Williams Proctor Arts Institute including the School of Art Building and Neighborhood Revitalization Project.

Past Project Experience

Ambassador at Scarsdale
\$23 mil. New Assisted Living Facility
Scarsdale, NY

Harmony Mills Apartments
\$22 mil. Renovation Project
Cohoes, NY

Eastwyck Village
\$16 Mil New Senior Housing Complex
North Greenbush, NY

Mohawk Valley Community College
Jorgensen Event Center and
Gymnasium Renovations
Utica, NY

**Mohawk Valley Community College
Capital Improvement Project**
New Construction and Renovation
Utica, NY
Over \$20 million project which included a 70,000 square foot Laboratory / Computer / Conference Center Building. Programming changes to the Academic Building and extensive architectural, mechanical and electrical renovations to Payne Hall. The project involved extensive program changes on a fully occupied campus.

Presbyterian Home for Central New York
• Additions and Renovations
Center and Housing for Adult Living
Construction Management Project
• \$25 mil. Presbyterian Home Preswick Glen
Project
New Hartford, NY
Provided overall project coordination.

Eastern Star
\$4 mil Eastern Star Home Expansion – North
Wing Addition.
Oriskany, NY

Stanley Theater
\$20 mil. Stanley Theater Expansion Project.
Utica, NY

394 Hangar Rd. Corp.
Griffiss Hangar Expansion, Bldg. #101
Rome, NY

Munson Williams Proctor Institute
• Museum Expansion
• School of Art Building
• Neighborhood Revitalization Project
Utica, NY
Project Administrator of a \$3.0 million
Underground Art Storage Facility and
Administrative Offices.

GREGORY S. BENINCASA

Principle – Vice President

Experience (continued)

Carbone Auto Group - Don's Ford

Addition and Renovations

Utica, NY

Carthage Central School District

Capital Improvements -

Construction Management Project

Carthage, NY

Provided overall project coordination

City of Little Falls

Slow Sand Filter Plant

Little Falls, NY

United Cerebral Palsy

New United Cerebral Palsy Center

Utica, NY

Project Administrator for the \$3.6 million United Cerebral Palsy Center that included the construction of a 20,000 square foot Program Building, a 15,000 square foot Administration Building, along with complete site development and playground area. The job duration was nine months, using "Fast Track" design/construction method.

Education

B.S. Construction Management 1983

Utica College of Syracuse University Utica, NY

A.A.S. Civil Technology 1979

Mohawk Valley Community College Utica, NY

2002 Alumni of Merit Award

Mohawk Valley Community College

Professional Affiliations

Past President of Board of Directors

Mohawk Valley Builders Exchange

Past Vice President of Board of Directors

Building Industry Employers of New York State

Past President

Mohawk Valley Construction Employers Association

Board Member

Stanley Center for the Arts

Past President and Board Member

Rotary Club of Utica

2 time Paul Harris Fellow

Past Trustee

St. Leo's The Great Church, Holland Patent, NY

JAMES R. FAWCETT
Project Director



**General Construction
Construction Management
Design-Build**

Responsibilities/Background

Mr. Fawcett has been with H. R. Beebe, Inc. since 2000. As Project Director, he is responsible for overseeing all aspects of Construction Management projects, including pre-construction planning and budgeting, developing bid-packaging strategies, developing and enforcing project schedules, project cost control, and resolving contractual issues.

Prior to working for Beebe, Mr. Fawcett was responsible for managing institutional and government construction projects through New York State and the Mid-Atlantic region. His responsibilities included contract negotiation, managing subcontractors, managing project schedule, budget, and change orders.

Experience

Preswick Glen

New Senior Housing Community
\$27 million
New Hartford, NY

Mohawk Valley Community College

- *New Field House and Renovations to Existing Gym at Utica, NY campus*
\$17 million
- *Additions and Reconstruction of Rome, NY campus*
\$29 million

Oneida County Airport

Renovate three Hangars and Construct three new Hangars
\$16 million
Rome, NY

Westmoreland Central School District

New 72,000 sq. ft. Middle School
\$8.4 million

Clinton Central School District

- *District Wide Capital Project*
\$7.5 million
- *2018 Capital Project*
\$18 million

Rome City School District

Bellamy Elementary School Additions & Renovations
\$5 million

Holland Patent Central School District

Renovations and Additions
\$6.5 million

Colgate University

- *Preconstruction Services for Lathrop Hall Structural retrofit and Complete Rehabilitation of Historic Masonry Structure*
\$5 million
- *Chapel House Addition and Renovations*
\$2.5 million
Hamilton, NY

Mechanicville City School District

Capital Project
\$30 million

City of Little Falls

Water Filtration Plant
\$4.9 million

St. Elizabeth's Medical Center

Additions and Renovations
\$2 million
Utica, NY

Turning Stone Casino

- *Exit 33 Concrete and Core and Shell Packages*
\$4.3 million
- *Renovations to Executive Offices*
\$3 million
Verona, NY

Saratoga Springs City School District

- *2013 Reconstruction*
\$6.5 million
- *2014 Capital Project*
\$3.4 million

EXPERIENCE PRIOR TO H. R. BEEBE:

SUNY Health Science Center

Addition & Renovation to Medical Facility
\$34 million
Syracuse, NY

Saratoga County

Waste Water Treatment Plant Additions/Renovations
\$10 million

Army Corps of Engineers, Fort Drum

Tank Wash Facility
\$8.7 million
Watertown, NY

City of Auburn

Water Treatment Plant Additions and Renovations
\$13 million
Auburn, NY

Education

B.S. Construction Engineering, SUNY College of Environmental Science and Forestry, Syracuse, NY

Oneida County Office Building

▶▶▶ Asbestos Abatement and Interior Renovations

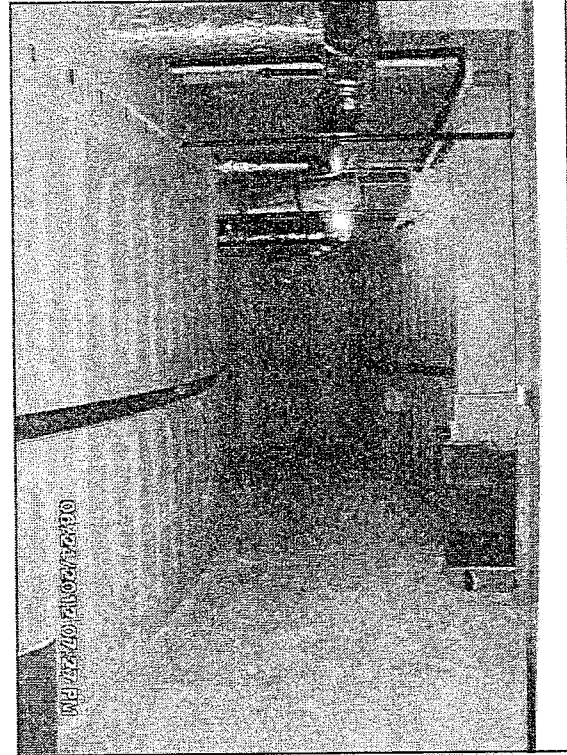
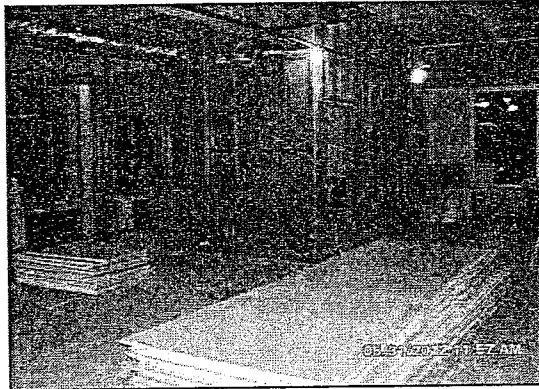
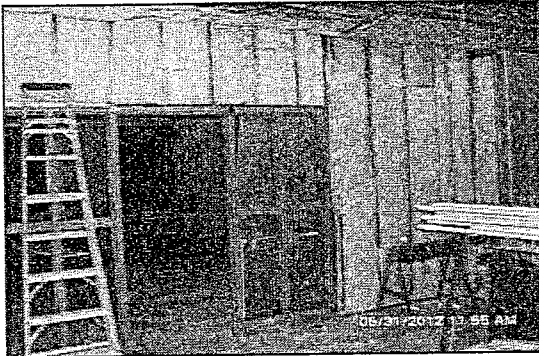


Beebe provided Construction Management Services for two separate phases of construction for the first floor of the County Office Building. The two phases consisted of Asbestos Abatement and Interior Renovations to the south side of the building, following with the next phase of Asbestos Abatement and Interior Renovations of the north side of the building. Both phases combined were budgeted at \$2,807,400 for the total project.

The first floor was completely renovated to be used for the Social Services Department. The renovation included a new intake room, private offices, and new interview rooms for potential clients. Beebe also coordinated the move of the Department of Motor Vehicles from the first floor of the Oneida County Office Building to their new location at Union Station, which was also overseen by our firm.

Oneida County Office Building

▶▶▶ 6th Floor Asbestos Abatement & Interior Renovations



Beebe provided construction management services for the renovations to the 6th floor of the Oneida County Office Building.

The project consisted of demolition and asbestos abatement of the existing sprayed fireproofing and the complete reconfiguring and reconstruction of the entire 6th floor.

The reconstruction provided new facilities for the purchasing department, personnel, veterans affairs, contract administration, and the Oneida County Credit Union, among others

Beebe worked with the architect and their engineers during the programming, schedule, design and budgeting stages to aide in meeting the needs of the client.

Beebe worked directly with all department heads and staff to discuss all scheduling issues to keep the offices working on a normal basis and organized and scheduled the multiple moves that were necessary to complete this project.

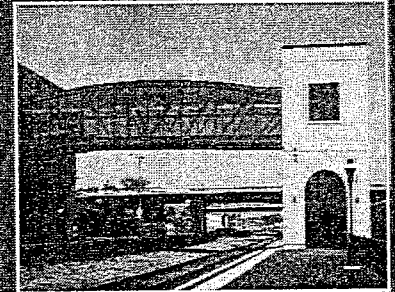
Union Station, Boehlert Center

► ► ► Oneida County Department of Public Works



Beebe has been providing Construction Management Services for \$8,300,000 in Additions and Alterations to Union Station since 2000. This fully occupied site is one of the hubs of transportation in Upstate New York.

This historic building project has involved multiple design consultants, the implementation of many significant program changes in the use of the facility, and the coordination of many State and Federal agencies for National Preservation. The re-engineering of track layout, overhead walkway from station platforms to main lobby, renovations of interior office spaces and exterior canopy, roofs, and masonry restorations.



**Exhibit A
Non Collusion Certification**

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive Bidding Certification.

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

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

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

3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for 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.

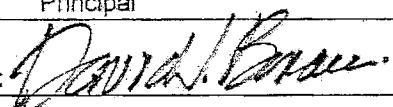
Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: 

Date: 4/19/19

(SIGN AND RETURN WITH PROPOSAL)

Exhibit B
Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.


Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: 

Date: 4/19/19

(SIGN AND RETURN WITH PROPOSAL)

Exhibit C

Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

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

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

CERTIFICATION STATEMENT

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

Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: 

Date: 4/19/19

(SIGN AND RETURN WITH PROPOSAL)

Exhibit D

Statement on Sexual Harassment in Accordance with New York State Law

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

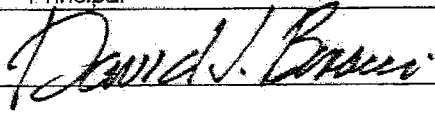
Submitted By

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

Title: Principal

Signature: 

Date: 4/19/19

(SIGN AND RETURN WITH PROPOSAL)

Exhibit E
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		
Pay Item 1.	\$ 31,125.00	Lump Sum Fee
Pay Item 2.	\$ 1,250.00	Not-To-Exceed Fee
Pay Item 3a.	\$ 55.00	Hourly Rate, Project Monitor
Pay Item 3b.	\$ 80.00	Overtime Hourly Rate, Project Monitor
Pay Item 3c.	\$ 9.00	Each, Air Sample (PCM)*
Pay Item 4.	\$ 7,800.00	Lump Sum Fee
Pay Item 5a.	\$ 75.00	Hourly Rate On-Site Project Representation, Straight Time
Pay Item 5b.	\$ 100.00	Hourly Rate On-Site Project Representation, Over Time
*- Unit price shall include all labor, equipment, materials, testing, 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

Bonacci Architects pllc

(Legal Name of Person, Firm or Corporation)

Name: David J. Bonacci

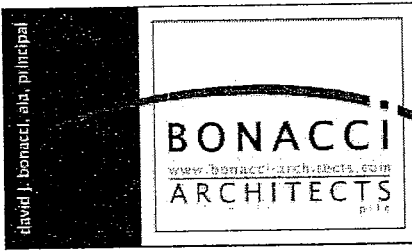
Title: Principal

Signature: 

Date: 4/19/19

(SIGN AND RETURN WITH PROPOSAL)

If we are selected for this project and we can execute this project simultaneously as one project with previously awarded 120 Airline St. project, perhaps as an amendment to our current project contract, we propose to reduce pay item #1 by \$7,225.00 and reduce pay item #4 by \$2,800.00.



RATE SCHEDULE - 2019

HOURLY RATES FOR PROFESSIONAL SERVICES:

Principal	\$175.00
Senior Architect	\$140.00
Architects	\$95-125.00
Technical	\$85-95.00
Technical Word Processing	\$75.00
Consultants	@ 1.10 times rates billed to Bonacci Architects

SCHEDULE FOR TRANSPORTATION AND LIVING EXPENSES OUTSIDE ONEIDA, HERKIMER, MADISON, CORTLAND AND ONONDAGA COUNTIES:

Automobile Travel:

To be reimbursed at current IRS rate per mile for vehicles owned by the Architect, its employees and consultants.

All Other Transportation and Living Expenses:

To be reimbursed at 1.10 times the actual amounts expended.

ANNUAL ADJUSTMENTS:

Professional service and travel rates shall be equitably adjusted upward annually on January 1 of each following year.

formerly FULIGNI•FRAGOLA/ARCHITECTS pllc

5710 commons park drive, east syracuse, new york 13057 • V 315-437-2636 • F 315-463-8038
110 fulton street, utica, new york 13501 • V 315-797-8666 • F 315-735-3605
e-mail: studio@bonacci-architects.com

**STANDARD RATE SCHEDULE B-2019.1
FOR PROFESSIONAL SERVICES**

Senior Principal.....	\$196.00
Principal - Licensed	\$152.00
Principal	\$132.00
Senior Associate.....	\$176.00
Engineer 6	\$164.00
Engineer 5	\$160.00
Engineer 4	\$135.00
Engineer 3	\$116.00
Engineer 2	\$95.00
Engineer 1	\$84.00
Designer 6	\$158.00
Designer 5	\$130.00
Designer 4	\$111.00
Designer 3	\$91.00
Designer 2	\$84.00
Drafter	\$65.00
<u>Administrative Staff</u>	
Administrative Support 3	\$93.00
Administrative Support 2	\$87.00
Administrative Support 1	\$65.00

REIMBURSABLE EXPENSES

The following items are not included in the fee for professional services and will be invoiced at their corresponding cost with adjustment as stated in the proposal/agreement:

Contracted Reproduction Services..... At cost

The hourly rates quoted above are subject to increase from time to time and such increase will be reflected in the bills sent to the clients. If a client does not wish to be charged at the new hourly rates, the client shall notify the Firm in writing of the termination of this engineer/client relationship and agrees to pay the Firm for services rendered up to the date the written notice is received by the Firm. If the Firm continues to perform services to a client past the date of the increase, the new hourly rates will be in effect and the client shall pay said rates for all services rendered thereafter. (1/2019)

AIA[®] Document B207[™] – 2017

Standard Form of Architect's Services: On-Site Project Representation

for the following PROJECT:
(Name and location or address)

Building Renovations- Department of Social Services
120 Airline Street, Oriskany, NY 13424

THE OWNER:
(Name, legal status and address)

Oneida County
800 Park Avenue, Utica, NY 13501

THE ARCHITECT:
(Name, legal status and address)

Bonacci Architects, PLLC
110 Fulton Street, Utica, NY 13501

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the _____ day of _____ in the year _____.
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ON-SITE PROJECT REPRESENTATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions that will affect the Architect's performance.)

Exhibit A attached to AIA Document B101-2017

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document must be used with an owner-architect agreement where the architect provides construction administration services. This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802[™]-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

ARTICLE 2 ON-SITE PROJECT REPRESENTATION SERVICES

§ 2.1 The Architect shall provide the On-Site Project Representative(s) indicated below at the Project site to assist in providing the Architect's Construction Phase Services described in the Agreement and the On-Site Project Representation Services described herein:

(Identify the On-Site Project Representative(s) the Architect will provide and their contact information.)

Beebe Construction Services

6153 Trenton Road

Utica, NY 13502

§ 2.2 The Architect shall not change the On-Site Project Representative(s) without the Owner's approval, which shall not be unreasonably withheld.

§ 2.3 The On-Site Project Representative(s) shall be located at the Project site in accordance with the following schedule:

(Insert the days per week, hours per day, schedule duration, and other relevant information.)

To Be Determined by Owner

§ 2.4 The On-Site Project Representative(s) has authority to perform the Architect's Construction Phase Services described in the Agreement, subject to the limitations listed in this section, and all the On-Site Project Representation Services described herein:

(Identify services described in the Agreement that the On-Site Project Representative does not have authority to perform.)

None

§ 2.5 The On-Site Project Representation Services described herein do not create responsibility on behalf of the Architect or the On-Site Project Representative(s) for construction means, methods, techniques, sequences, or procedures; job site safety precautions and programs; or acts or omissions of others, beyond the responsibilities set forth in the Agreement.

§ 2.6 The On-Site Project Representative(s) shall attend the following meetings:

(Identify meetings the On-Site Project Representative(s) is required to attend and include requirements, if any, for documentation of such meetings.)

All Meetings

The On-Site Project Representative(s) shall also attend any other meetings at the Project site as necessary to perform the On-Site Project Representation Services described herein.

§ 2.7 The On-Site Project Representative(s) shall maintain at the Project site access to records necessary to provide the Construction Phase Services described in the Agreement and the On-Site Project Representation Services described herein. The On-Site Project Representative(s) shall make such records available to the Owner upon reasonable notice.

§ 2.8 The On-Site Project Representative(s) shall observe tests and inspections required by law or the Contract Documents, and the Architect shall report the results to the Owner as required in the Contract Documents.

§ 2.9 At the Owner's request, the On-Site Project Representative(s) shall observe materials and equipment located off site, but only for the limited purposes of checking for conformance with the design concept expressed in the Contract Documents and evaluating such materials and equipment for a Certificate for Payment. The Architect shall be reimbursed for all additional costs associated with such observations, including travel expenses and payroll costs.

§ 2.10 The On-Site Project Representative(s) shall periodically review the Contractor's construction schedule, and the Architect shall alert the Owner to conditions that may affect the Contractor's ability to complete the Work in accordance with the schedule.

§ 2.11 The On-Site Project Representative(s) shall periodically review documents and samples the Contractor is required to maintain at the site, and the Architect shall notify the Owner of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.12 The On-Site Project Representative(s) shall keep a written log of activities that occur at the Project site for each day that the On-Site Project Representative(s) is present at the site. The daily logs will capture the information necessary to create the monthly progress reports required in Section 2.13, and shall include a record of:

- .1 the nature and location of Work being performed;
- .2 weather conditions;
- .3 meetings attended;
- .4 conditions that may delay the Project;
- .5 the status of the construction schedule;
- .6 tests and inspections performed; and
- .7 other:

(List other items the On-Site Project Representative shall include in the daily logs.)

§ 2.13 On a monthly basis, or as otherwise agreed to between the Architect and Owner, the On-Site Project Representative(s) shall submit written progress reports to the Owner, which include the following:

- .1 a summary of Work completed for the period;
- .2 a status report regarding the Project schedule;
- .3 a copy of the current submittal schedule and a status report regarding submittals, including a summary of those remaining and outstanding;
- .4 status reports for requests for information, Change Orders, minor changes in the Work, and Construction Change Directives;
- .5 a summary of tests and inspections performed for the period;
- .6 a status report of nonconforming and rejected Work;
- .7 a copy of daily logs for the period;
- .8 a summary of Contractor Applications for Payment and the Architect or On-Site Project Representative's action on each;
- .9 a status report of known activities pertaining to governmental or other authorities having jurisdiction over the Project;
- .10 a summary of off-site observations, if any, including materials and equipment stored or fabricated off-site;
- .11 representative photographs of the Work; and
- .12 other:

§ 2.14 Other On-Site Project Representation Services:

(Describe other On-Site Project Representation Services provided by the Architect.)

None

ARTICLE 3 ADDITIONAL SERVICES

Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the On-Site Project Representative(s) or the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide an office at the Project site for the On-Site Project Representative's use, which includes utilities, internet access, access to restroom facilities, parking, heating, air conditioning, and ventilation. The Owner shall provide furnishings and office equipment as follows:

(List furniture, computers, printers, etc.)

Owner shall provide necessary office furniture and telephone extension. Architect shall provide necessary computers, printers, cell phone(s) and any other necessary electronic hardware or device.

§ 4.2 The Owner shall inform the Contractor of any limitations of authority of the On-Site Project Representative(s) listed in Section 2.4.

ARTICLE 5 COMPENSATION

§ 5.1 If not specifically addressed in the accompanying Owner-Architect Agreement, the Owner shall compensate the Architect for the On-Site Project Representation Services described in Article 2 as follows:
(Insert amount of, or basis for, compensation.)

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Contract Amendment

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus five percent (5 %), or as otherwise stated below:

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: On-Site Project Representation are as follows:

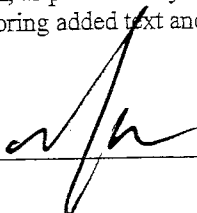
None

Init.

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Mark E. Laramie, P.E., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 10:51:46 ET on 05/29/2019 under Order No. 7709442895 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B207™ - 2017, Standard Form of Architect's Services: On-Site Project Representation, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Mark E. Laramie, P. E.
Deputy Commissioner
Division of Engineering
Oneida County D. P. W.

(Title)

6/14/19

(Dated)

Anthony J. Picente, Jr
Oneida County Executive



John P. Talerico
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

FN 20 19-230

June 24, 2019

GOVERNMENT OPERATIONS

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

WAYS & MEANS

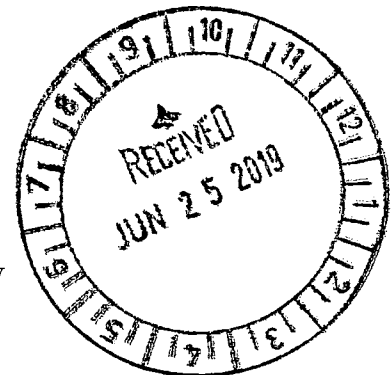
Dear County Executive Picente:

I have attached the job specification for the title of Deputy Director of Information Technology and the letter from Director Ambrose concerning the need for this position. I have added the title to the Oneida County Classification Plan, and I am recommending the salary for this title be set at Grade 44M Step 2 at \$74,069. I am not requesting any positions be created at this time.

Please forward this letter to the Board of Legislators and ask that they only set the salary for the title Deputy Director of Information Technology at Grade 44M Step 2 at \$74,069.

Sincerely,

John P. Talerico
Commissioner of Personnel



Copy: AnneMarie Ambrose, Director of Information Technology
County Attorney
Budget

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

Anthony J. Picente, Jr.
County Executive

Date 6-24-19



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

ANTHONY J. PICENTE, JR.
County Executive

ANNEMARIE AMBROSE
Director

John P. Talerico
Commissioner
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

Re: Deputy Director of Information Technology

June 14, 2019

Commissioner Talerico,

The Oneida County Information Technology department has overarching responsibilities ensuring the computing resources are accessible to all Oneida County departments. It is imperative that there be an authority figure available at all times to properly manage technical initiatives and the staff that support these initiatives. The Oneida County Information Technology department currently does not have a job description that properly fits the capacity of Deputy Director of Information Technology in our staffing model. I am respectfully requesting the addition of Deputy Director of Information Technology be added to our classifications.

The position of Information Technology would be responsible for the following:

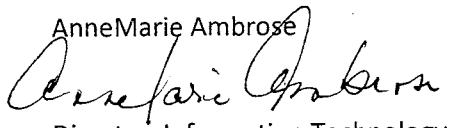
1. Acts on behalf of the Director of Information Technology in his or her absence and assumes all administrative, operating and reporting functions normally performed by the Director of Information Technology;
2. Implements Countywide IT policy and initiatives as determined by the Director of Information Technology;
3. Coordinates the implementation of new projects from conception through implementation;
4. Makes detailed analysis of the County's infrastructure including but not limited to network servers, data storage, systems redundancies, data backup systems, security appliances, workstations and printing options;
5. Responsible for the management of all IT projects and initiatives;
6. Works closely with the Director to determine the objectives of the department;
7. Coaches, mentors and supervises team members to influence them to take positive action and accountability for their assigned work;
8. Reports departmental activities to the Director of Information Technology;

The position will be a hands-on management position intimately familiar with the infrastructure and projects that comprise the Information Technology department. The incumbent will work closely with the Department Head setting policy as well as taking part in strategic planning. The creation of a position is not being requested at this time, and no additional funding will be required for this position. Based on the duties of the position and where it fits in the department organizational chart, it is being requested that the salary be set at Grade 44M. Thank you for your consideration in this matter.

Received
ONEIDA
COUNTY
JUN 17 2019
PERSONNEL
DEPARTMENT
Received

Sincerely,

AnneMarie Ambrose



Director, Information Technology

Received
ONEIDA
COUNTY
JUN 17 2019
PERSONNEL
DEPARTMENT
Received

Civil Service Law, Section 22: Certification for positions. Before any new position in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefor, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the commission.

New Position Duties Statement

Department head or other authority requesting the creation of a new position prepares a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit.

Forward one typed copy to:
Oneida County Department of Personnel
County Office Building
800 Park Ave, Utica, NY 13501

1.	Department	Bureau, Division, Unit or Section	Location of Position
	Information Technology		Oneida County Office Building

2. **Description of Duties:** Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work, and describe the **most important** duties first. In the left column, estimate how the total working time is divided.

Percentage of Work Time	Job Duty
10	Acts on behalf of the Director of Information Technology in his or her absence and assumes all administrative, operating and reporting functions normally performed by the Director of Information Technology
10	Implements Countywide IT policy and initiatives as determined by the Director of Information Technology
10	Coordinates the implementation of new projects from conception through implementation
10	Makes detailed analysis of the County's infrastructure including but not limited to network servers, data storage, systems redundancies, data backup systems, security appliances, workstations and printing options
10	Meets with vendors and sales representatives to discuss proposals for new equipment modifications, service agreements, and contracts
10	Responsible for the management of all IT projects and initiatives
10	Works closely with the Director to determine the objectives of the department
10	Coaches, mentors and supervises team members to influence them to take positive action and accountability for their assigned work
10	Delegates projects and responsibilities to appropriate staff
10	Reports departmental activities to the Director of Information Technology

(Attach additional sheets if more space is needed.)

Received
 ONEIDA
 COUNTY
 JUN 17 2019
 PERSONNEL
 DEPARTMENT
 Received

3. Names and titles of persons supervising this position (General, Direct, Administrative, etc.)

Name	Title	Type of Supervision
AnneMarie Ambrose	Director of Information Technology	Direct

4. Names and titles of persons supervised by employee in this position

Name	Title	Type of Supervision
Vacant	Manager of Help Desk and Desktop Operations	Direct
Various	All Subordinate IT Staff	General

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position

Name	Title	Location of Position

6. What minimum qualifications do you think should be required for this position?

Education: High School _____ Years
 College _____ 4 _____ Years, with specialization in _____ Information Technology
 Other _____ Years, with specialization in _____

Experience: (list amount and type).
 Five (5) years of experience in the management of information systems projects or the operation of electronic data processing equipment involving programming, systems analysis or technology application activities, two (2) years of which must have been in a supervisory capacity

Essential knowledge, skills and abilities:
 Comprehensive knowledge of principles and practices for delivering an information infrastructure to effectively meet an organization's needs; thorough knowledge of organizational and management principles and practices; thorough knowledge in the planning, implementation, maintenance and day to day operations of computers, software, development tools, networking and peripheral equipment applications and uses; good knowledge of planning, design and analysis of computer operations; ability to conduct investigations and detail office procedures; ability to plan and supervise the work of others; ability to work and collaborate effectively with management, professional and technical staff; ability to communicate ideas clearly, both orally and in writing; initiative and resourcefulness; sound judgment.

Type of license or certificate required:

Please Check Applicable Statement

7. This is a request to create a new position _____
 This is a request to reclassify the position currently held by _____
 This is a request to reclassify positions now known as _____
 This is to request an exempt review for the position known as _____

8. The above statements are accurate and complete
 Date: 6/14/19 Title: Director Information Technology Signature: AnneMarie Ambrose
 Certificate of Civil Service Commissioner of Personnel

9. In accordance with the provisions of Civil Service Law Section 22, the Oneida County Commissioner of Personnel certifies that the appropriate civil service title for the position described is:

Title: _____
 Jurisdictional Classification: _____

Date: _____ Signature: _____
 Action by Legislative Body or Other Approving Authority

10. Creation of described position (Attach Board Minutes):

Approved
 Disapproved

Date: _____ Signature: _____

Return one original to: Oneida County Department of Personnel

Received
 ONEIDA
 COUNTY
 JUN 17 2019
 PERSONNEL
 DEPARTMENT
 Received



**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

REGINA A. VENETTOZZI
Interim Commissioner

July 1, 2019

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

FN 20

19-231

WAYS & MEANS

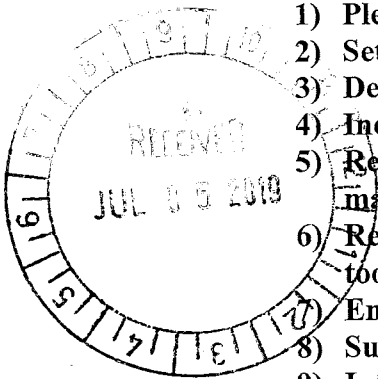
Re: Climate Smart Communities Pledge

Dear County Executive Picente:

The Climate Smart Communities program is jointly sponsored by the following six New York State agencies: Department of Environmental Conservation; Energy Research and Development Authority (NYSERDA); Department of Public Service; Department of State; Department of Transportation; and Department of Health. Municipalities in New York State can take a stand on climate change, which poses a real and increasing threat to our local environment by adopting the Climate Smart Communities Pledge. To become a registered Climate Smart Community, the municipality's governing body must adopt a resolution that includes all ten elements of the pledge and submit the resolution to the New York State Department of Environmental Conservation.

Below are ten elements to the Climate Smart Communities Pledge, many of which may already be done in Oneida County:

- 1) Pledge to be a Climate Smart Community;
- 2) Set goals, inventory emissions, plan for climate action;
- 3) Decrease community energy use;
- 4) Increase community use of renewable energy;
- 5) Realize benefits of recycling and other climate-smart solid waste management practices;
- 6) Reduce greenhouse gas emissions through use of climate-smart land-use tools;
- 7) Enhance community resilience and prepare for the effects of climate change;
- 8) Support development of a green innovation economy;
- 9) Inform and inspire the public; and
- 10) Commit to an evolving process of climate action.



The benefit to passing the pledge and joining the Climate Smart Community Program is recognition of local leadership's commitment in climate action and enables high-performing communities to receive rewards with funding sources and additional points in the grant review process.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators to adopt the Climate Smart Community Pledge. I have attached a copy of the proposed legislation to this letter.

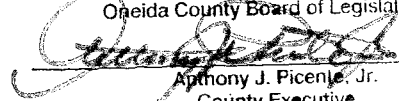
If you are in agreement, please forward this letter and the attached proposed legislation to the Board of Legislators for consideration at their **August 14, 2019** meeting. Should you have any questions regarding this matter please contact me or Kristin E. Campbell, Principal Planner.

Sincerely,



Regina A. Venettozzi
Interim Commissioner of Planning

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



Anthony J. Picone, Jr.
County Executive

Date 7/3/19



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 27, 2019 ^{FN} 20 19-732

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

WAYS & MEANS

RE: Appointment to the Oneida County Local Development Corporation


Honorable Members:

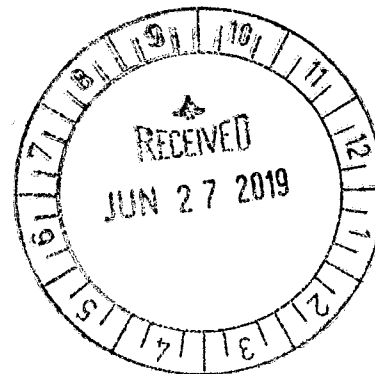
In accordance with Article XX, Section 2002, of the Oneida County Charter and Article III, Section 1 of the By-Laws of the Oneida County Local Development Corporation, I submit to you my appointment of Kirk B. Hinman to the Oneida County Local Development Corporation.

I request that this appointment be placed on the Agenda for consideration at your next meeting.

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

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive





ONEIDA COUNTY
OFFICE OF WORKFORCE DEVELOPMENT

209 Elizabeth Street
Utica, NY 13501
Phone: (315)798-5908 Fax: (315)798-5909

ANTHONY J. PICENTE, JR.
County Executive

DAVID L. MATHIS
Director, Workforce Development

June 1, 2019

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

FN 20 19-233
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

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

As our efforts move forward, it is my pleasure to present you with an agreement between Oneida County Workforce Development and the City of Sherrill that will allow the City of Sherrill to have nine interns in the summer of 2019 here in Oneida County.

Please accept the attached agreement as a master template for all similar community partner agreements for the 2019 Summer Internship Program. Under the Program, the interns may either be employed by our community partners or by the County and the amount of reimbursement will vary based on the number of interns and rates of pay, all other terms and conditions will remain the same. If you concur with this request, please forward to the Board of Legislators for their review and approval at their earliest convenience.

Sincerely,

David L. Mathis
Director, Oneida County Workforce Development



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

Anthony J. Picente, Jr.
County Executive

Date 6-12-19

Oneida Co. Department: Workforce Development

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: City of Sherrill
377 Sherrill Road
Sherrill, NY 13461

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 1, 2019 – September 30, 2019

Client Population/Number to be Served: 9 interns

Summary Statements

- 1) **Narrative Description of Proposed Services:** The program will provide a work experience site for eligible interns.
- 2) **Program/Service Objectives and Outcomes:** The program will assist participants in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$11,082.57

Account # J6363

Oneida County Dept. Funding Recommendation: \$11,082.57

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

Cost Per Client Served: N/A

Past Performance Data: N/A

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

**2019 FINANCIAL AGREEMENT
ONEIDA COUNTY COLLEGE STUDENT CORPS INTERNSHIP PROGRAM**

This Agreement is entered into by and between **ONEIDA COUNTY** (hereinafter the "County"), a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Avenue, Utica, New York 13501, by and through its **OFFICE OF WORKFORCE DEVELOPMENT**, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, and **THE CITY OF SHERRILL** (hereinafter the "Employer"), a local employer with its offices and principal place of business located at 377 Sherrill Road, Sherrill, New York 13461 (each a "Party" and collectively the "Parties").

WITNESSETH

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

WHEREAS, the County has budgeted funding for the Internship Program in 2019; and

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

WHEREAS, the Office of Workforce Development desires to enter into this Agreement with the Employer, to allow said Employer to provide a meaningful work experience for up to **nine (9)** participants in the Internship Program (hereinafter each a "Participant"); and

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

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

1. **TERM.** The Internship Program will begin as early as **May 1, 2019**, and end no later than **September 30, 2019**.
2. **COSTS.**
 - A. The Employer shall be responsible for payment of wages to each Participant.
 - B. Any Participant placed into an internship with the Employer pursuant to this Agreement may work a maximum of two hundred (200) total internship hours. The County shall reimburse the Employer at a rate of fifty percent (50%) the total wages and FICA taxes of the time worked, up to this maximum.

C. The County agrees to expend an amount up to, but not to exceed eleven thousand eighty-two dollars and fifty-seven cents (\$11,082.57) to be paid to the Employer for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary attached hereto and incorporated herein as **Exhibit A**.

D. After termination of this Agreement, the Employer shall submit to the County a timesheet log of all hours worked by each Participant, along with an invoice.

3. EMPLOYER RESPONSIBILITIES. The Employer shall:

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

B. Maintain adequate time and attendance records for each Participant assigned to the Employer. The Employer assures that the Participant will not be paid for unexcused absences or hours not worked.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. INDEMNIFICATION.

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

6. GENERAL PROVISIONS.

A. The Employer shall not ask for or receive monetary compensation other than that described herein.

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

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

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

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

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

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

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

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

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

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

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

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

7. AUTHORITY TO ACT/SIGN.

A. The Employer's signatory hereby represents, warrants, personally guarantees and certifies that he or she has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Employer's signatory of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Employer. No other action on the part of the Employer or any other person or entity, are necessary to authorize the Employer's signatory to enter into this Agreement.

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

FOR ONEIDA COUNTY:

FOR THE CITY OF SHERRILL

Anthony J. Picente, Jr.
County Executive

Brandon Lovett
City Manager

DATE

DATE

FOR OFFICE OF WORKFORCE DEVELOPMENT:

David Mathis

David Mathis
Director

6/10/2019

DATE

Approved:

Maryangela Scalzo
Assistant County Attorney

DATE

EXHIBIT A
19-FIN OCIP-
2019 FINANCIAL AGREEMENT
EMPLOYER COUNTY PAYROLL

BUDGET SUMMARY INFORMATION

I. TOTAL COSTS

A.	Wages	
	200 hours x \$11.10 per hour x 5 interns	\$11,100.00
	200 hours x 11.75 per hour x 3 interns	\$ 7,050.00
	200 hours x \$12.20 per hour x 1 intern	\$ 2,440.00
	TOTAL WAGES	\$20,590.00
B.	Fringe Benefits - FICA 7.65% x \$20,590	\$ 1,575.14
C.	TOTAL WAGES AND BENEFITS =	\$22,165.14

II. EMPLOYER COSTS

A.	Fifty Percent (50%) Contribution	\$11,082.57
B.	MAXIMUM REIMBURSEMENT FROM THE COUNTY =	\$11,082.57



**ONEIDA COUNTY
OFFICE OF WORKFORCE DEVELOPMENT**

209 Elizabeth Street
Utica, NY 13501

Phone: (315)798-5908 Fax: (315)798-5909

Phone: (315)798-5908 Fax: (315)798-5909

ANTHONY J. PICENTE,
JR.

County Executive

DAVID L. MATHIS
Director, Workforce Development

May 17, 2019

FN 20 15-234

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive Picente:

The Oneida County Summer Youth Employment Program (SYEP) is a program that annually provides work experience for the youth of our community, who learn the lessons that only come from a job site and also help our community by working with public, private and not-for-profit partners. This summer, Oneida County Workforce Development plans to offer \$63,650.00 in programs that will help our youth learn the skills they need to succeed at work. The organizations listed below were selected through a competitive proposal process to coordinate programs that use these funds in the best way possible. All programs will be overseen by Workforce Development staff during their operation.

The following community agencies will receive funds to coordinate activities for the 2019 Summer Youth Employment Program:

Elderlife, Inc. d/b/a The Parkway Center	\$ 5,000.00
Utica Municipal Housing Authority	\$13,500.00
Oneida-Herkimer-Madison BOCES	\$19,448.00
Resource Center for Independent Living, Inc.	\$ 7,500.00
Mohawk Valley Community College	\$15,534.00
Mohawk Valley Community Action Agency, Inc.	\$ 2,668.00

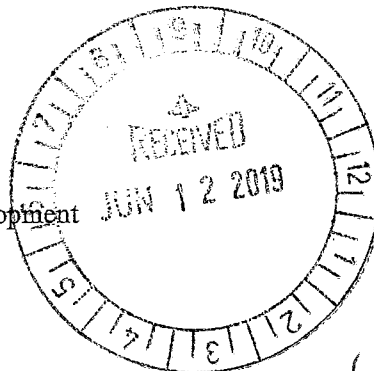
Please accept the attached Master Template as the Agreement that Oneida County intends to use for all programs to be funded for the 2019 Summer Youth Employment Program. If you concur with this request, please forward to the Board of Legislators for their review and approval at their earliest convenience.

If there are questions regarding any of these programs, please contact my office.

Sincerely,

David L. Mathis

David L. Mathis
Director, Oneida County Workforce Development



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

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

Date 6-12-19

Oneida Co. Department: Workforce Development

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

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name & Address of Vendor: Various Community Organizations

Title of Activity or Service: Summer Youth Employment Program

Proposed Dates of Operation: July 1, 2019 – August 31, 2019

Client Population/Number to be Served: Up to 400 youth (approx.)

Summary Statements

- 1) **Narrative Description of Proposed Services:** The programs will provide a work experience site for eligible youth at various community organizations.
- 2) **Program/Service Objectives and Outcomes:** The program will assist youth in learning work skills that can help them in their future careers.
- 3) **Program Design and Staffing:** Daily program activities to be coordinated at each agency by designated staff. Oneida County Workforce Development staff will oversee agency activities overall.

Total Funding Requested: \$63,650.00

Account # J6293

Oneida County Dept. Funding Recommendation: \$63,650.00

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

Cost Per Client Served: Varies

Past Performance Data: Varies

O.C. Department Staff Comments: The programs being selected are with vendors who have proven track records of delivering quality programs for youth. Each agency has submitted an accepted proposal that has been evaluated by OC WFD as meeting program objectives.

**HERKIMER-MADISON-ONEIDA CONSORTIUM
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)**

**NAME OF VENDOR
TANF SUMMER YOUTH EMPLOYMENT PROGRAMS**

TITLE OF PROGRAM

PY 2019-TANF-000

This Agreement is entered into by and between the HERKIMER-MADISON-ONEIDA CONSORTIUM, a tri-county arrangement established by and between the Counties of Herkimer, Madison, and Oneida of the State of New York, with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as the "Consortium"), and the VENDOR NAME, with its offices and principal place of business located at VENDOR ADDRESS (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the Consortium has entered into an agreement with New York State, represented by its Governor, to implement an employment and training program in the Counties of Herkimer, Madison, and Oneida pursuant to the Workforce Investment Act (WIA); and

WHEREAS, the Consortium was awarded a special TANF grant from New York State to fund Summer Youth Employment Programs that will provide educational, paid, summer employment to TANF eligible participants; and

WHEREAS, the Consortium received a proposal from the Contractor to operate such a Summer Youth Employment Program (hereinafter referred to as the "Program"); and

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

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

1. **TERM.** The term of this Agreement shall commence **on or about July 1, 2019 and expire on or about August 31, 2019**. Actual start and end dates may vary due to program considerations.
2. **THE WORK.** The Contractor agrees that the Program shall conform to the Program Narrative (Exhibit A) of this Agreement, attached hereto and made a part hereof.
3. **COSTS.**
 - A. The Consortium agrees to expend an amount up to, but not to exceed **AMOUNT dollars (\$....00)** for the Program expenses delineated in the Budget Information Summary (Exhibit B) of this Agreement, attached hereto and made a part hereof; said Program expenses are to be paid to the Contractor for allowable costs incurred in the performance of this Agreement.
 - B. It is understood and agreed that the Consortium shall not be responsible for any expenses incurred by the Contractor prior to the effective date or following the termination date of this Agreement.
 - C. The Consortium shall be responsible for arranging the payment of wages to the participants.
4. **MODIFICATIONS.** The Consortium reserves final decision-making authority over all proposed modifications, major or minor, to this Agreement. All modifications to the term, purpose, or Budget Information Summary must be made by amendment to this Agreement and signed by both parties. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by federal, state or local laws or regulations.
5. **RECORDS AND REPORTING.** The Contractor shall record all costs incurred in the fulfillment of this Agreement. It is agreed that a standard Consortium voucher will be submitted by the Contractor at the conclusion of the term of this Agreement.

6. CONDITIONS.

A. The Contractor will abide by all applicable terms and conditions imposed and required by any agreement between the Consortium and New York State, especially the Consortium Five Year Local Workforce Investment Plan, the TANF Summer 2019 Youth Employment Program, and further will abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by New York State, or the Consortium.

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

C. The relationship of the Contractor, and its officers, agents, directors and employees, to the Consortium shall be that of an Independent Contractor. The Officers, agents, directors and employees of the Contractor covenant and agree that they will conduct themselves consistent with such status: that they will neither hold themselves out as, nor claim to be, officers or employees of the Consortium, and they will not by reason thereof, make any claim, demand or application to, or for any right or privilege applicable to an officer or employee of the Consortium or its agents, including, but not limited to Workers' Compensation coverage, insurance benefits, retirement membership or credit.

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

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

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

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

10. **DISPUTES.** In the event a dispute arises concerning any portion of this Agreement or the Program, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations. It is further understood and agreed that any and all federal, state and local laws pertaining to the resolution of disputes resulting from the performance of this Agreement shall apply.

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

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

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

14. **TERMINATION.**

A. Either the Consortium or the Contractor may terminate this Agreement without penalty upon two weeks' written notice of its intention to terminate, including a statement of specific grounds for termination. The Consortium is subject to compliance with the applicable rules and regulations of New York State, and the same applies to work performed under this

Agreement. Any termination is subject to the payment to the Contractor of all reasonable costs expended to the termination date, or and refund by the Contractor of unexpended and uncommitted funds advanced to the Contractor, if any.

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

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

For the Consortium:

For the Contractor:

BY Anthony J. Picente, Jr.
Oneida County Executive

BY NAME
TITLE

DATE

DATE

Approved

BY Maryangela Scalzo
Assistant County Attorney

DATE

**EXHIBIT A
PROGRAM NARRATIVE**

**NAME OF VENDOR
2019 Summer Youth Employment Program
Proposal Summary**

Program:

Name of Contractor:

Address:

City/State/Zip Code:

Approximate ages to be served:

Approximate number of participants to be served:

Brief Summary of the program services proposed:

Dates: July 1, 2019 – August 31, 2019

EXHIBIT B
BUDGET INFORMATION SUMMARY
PY 2019 TANF

Itemized Program Expenses:

<u>Personnel</u>	
	\$
<u>Program Supplies/Operating Expenses</u>	\$
TOTAL PROGRAM EXPENSES	\$

ADMINISTRATIVE AND MANAGEMENT CONTROLS OF THE HERKIMER-MADISON-ONEIDA CONSORTIUM

I. Recruitment and Selection of Participants

A. The Consortium in its Comprehensive Five-Year Local Plan has designated that priority for Title I Adult training and intensive services will be given to low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment. Title I will also serve WIA-eligible dislocated workers. Title I youth services will be particularly targeted toward low income WIA-eligible youth with other characteristics that include basic literacy skills deficiency, school dropout, homeless, runaway or foster child, pregnant and/parenting, and offender. The Contractor understands and agrees that individuals from these targeted groups will be referred from the Consortium's Intake/Assessment Unit for enrollment into activities agreed to herein.

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

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

II. Service Area

The Consortium assures that its program participants reside within the counties of Herkimer, Madison and Oneida. A resident is defined as principally dwelling within the Consortium's applicable Local Workforce Investment Area (L.W.I.A.), as described herein, at the time of application and also at the time of selection for any activities.

III. Contractor's Responsibilities to Job Training Participants

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

IV. Participant Payroll Procedures

Selected participants receiving wages (e.g., those on Work Experience, Try-Out Employment, etc.) will be entered into the Consortium's payment system for receipt of wages and fringe benefits, or supportive services payments.

V. Advance Payments

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

VI. Reporting Requirements

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

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

VII. Monitoring Requirements

The Consortium and the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc. will each monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

VIII. Procurement/Materials and Supplies

A. The Contractor agrees that it will comply with the Procurement Guidelines as mandated by the Federal regulations 20CFR Section 627.420, sub part D Administrative Standards, and as outlined in written Consortium procedures.

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

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

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

IX. Performance Assessment

A. The Consortium, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance

with State Regulations for WIA, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

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

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

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

X. Non-Discrimination/Equal Opportunity

The Contractor assures, with respect to the operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Investment Act (W.I.A.) of 1998 (Section 188); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

XI. Grievances

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the Consortium, as described in its Comprehensive Five Year Local Plan.

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

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

XII. Non-Assignment/Subcontracting

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

XIII. Termination for Convenience

The Consortium may terminate this Agreement whenever, for any reason, the Consortium determines that such a termination is in the best interest of the Consortium. After receipt of a written Notice of Termination from the Consortium Director, the Contractor shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

XIV. Other Information

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

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

XV. Regulatory Compliance

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

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

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

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the Workforce Investment Act and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 95-220), hereinafter referred to as the Act), and with the regulations and policies of the State of New York issued pursuant to the Act, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the Consortium, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the Consortium.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA)
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the employer who are covered by a State or industry Worker's Compensation statute.
13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under the Act shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the Consortium.
19. Funds under the Act will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
20. No program funds under the Act will be used to subsidize political activities of any kind.
21. No program funds under the Act will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

EXHIBIT E
DEBARMENT & SUSPENSION
DRUG FREE WORKPLACE

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

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "new Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

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 applicant certifies that:

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

(a). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b). Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c). Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b). Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

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

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

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

(e). Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f). Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

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

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g). Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 14-235

May 28, 2019

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of an Amendment between Oneida County, through its Department of Mental Health, and Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, Inc.), for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

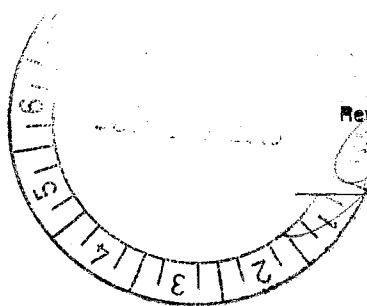
The purpose of the Amendment is to add three (3) services, ICM Management Services, ICM Children & Youth Services, and ICM and Health Home Emergency Services. This Amendment shall be effective **April 1, 2019 and continue through December 31, 2020**. The funding amount for the term of this Amendment will be **\$607,679.00**. This amount reflects **100% OMH State Aid Funding**.

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 Amendment.

Respectfully,

Robin E. O'Brien
Robin E. O'Brien
Commissioner

REO/md
Encs.



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

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

Date 6-24-19

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.
(formerly Kids Oneida, Inc.)
310 Main Street
Utica, NY 13501

Title of Activity or Service: Children & Family Intervention

Proposed Dates of Operation: April 1, 2018 through December 31, 2020

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

- a. **Children and Family Intervention:** Provide treatment and services for youth appropriately diagnosed, and their families. Assign a Service Program for Individual Needs (SPIN) Coordinator to monitor services implemented via the Tier 1 process. Coordination of case reviews. Provide documentation of services (within 15 days of service for each episode).
- b. **ICM Management Services/Health Home Management:** Services include: bookkeeping, check processing, audit and evaluation.
- c. **ICM Children & Youth Services:** The program links the consumer to service systems, various services and offer continued care and support. Services may include linking, monitoring, and case-specific advocacy.
- d. **ICM and Health Home Emergency/Non-Emergency Services:** Emergency dollars designated to meet the basic needs of the consumer.

2) Program/Service Objectives and Outcomes: The primary objective is to maintain children in the community and enhance parenting skills with the goal of keeping families intact.

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: \$607,679.00

Account # A4310.4951

Oneida County Dept. Funding Recommendation: \$607,679.00

Proposed Funding Sources (Federal \$/ State \$/County \$): \$607,679.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

SECOND AMENDMENT

THIS SECOND AMENDMENT is 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 800 Park Avenue, Utica, New York, 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, herein collectively referred to as the "County," and Integrated Community Alternatives Network, Inc. (formerly Kids Oneida, 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 and the Provider Agency entered into an agreement whereby the Provider Agency provides mental health services to Oneida County residents with a term of January 1, 2018 through December 31, 2020, hereinafter referred to as the "Original Agreement" (County contract number 24099), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the New York State Office of Mental Health adjusted prior funding to reflect a cost of living adjustment (COLA) which required the County and the Provider Agency enter into a First Amendment, hereinafter referred to as the "First Amendment," (County contract number 73611), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Provider Agency has the capacity to provide additional services previously performed by another agency that no longer has the ability to do so; and

WHEREAS, the Original Agreement must be amended to reflect changes in services provided by the Provider Agency;

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

1. This Second Amendment shall commence April 1, 2019.
2. The following language shall be added to the Original Agreement, as amended by the First Amendment, as Section 2 (f):

Administer the Intensive Case Management Services program including fiscal record-keeping, check processing, auditing and evaluation;

3. The following language shall be added to the Original Agreement, as amended by the First Amendment, as Section 2 (g):

Provide Children and Youth Case Management Services to include linking consumers to service systems, monitoring, and case-specific advocacy for children with mental illness;

4. The following language shall be added to the Original Agreement, as amended by the First Amendment, as Section 2 (h):

Administer Intensive Case Management Service Dollars for client emergency and non-immediate needs;

5. Paragraph 3 of the Original Agreement, as amended by the First Amendment, shall be replaced with the following language:

For the services provided, the Department shall reimburse the Provider Agency a maximum of six hundred seven thousand six hundred seventy-nine dollars (\$607,679.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule shall be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the Voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.

6. Appendix A of the Original Agreement, as amended by the First Amendment, which is the Provider Agency's contract budget, shall be replaced with the Appendix A that is attached to this Second Amendment and made a part hereof.

7. All other terms of the Original Agreement, as amended by the First Amendment, remain in effect without change or alteration.

IN WITNESS THEREOF, the County and the Provider Agency hereby execute this Second Amendment.

County of Oneida

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

Date

Department of Mental Health

By: Robin E. O'Brien
Robin E. O'Brien, Commissioner

6/20/19
Date

Integrated Community Alternatives Network, Inc.

By: [Signature]
Steven Bulger, CEO and Executive Director

6/13/2019
Date

Approved: _____
Maryangela Scalzo, Assistant County Attorney

		APPENDIX A				APPENDIX A				APPENDIX A			
KIDS ONEIDA, INC.				TOTAL THREE YEAR BUDGET: \$								607,679.00	
APPENDIX A		APPENDIX A		APPENDIX A		APPENDIX A		APPENDIX A		APPENDIX A		APPENDIX A	
YEAR	2018	YEAR	2019	YEAR	2020	YEAR	2020	YEAR	2020	YEAR	2020	YEAR	2020
OMH:	\$ 67,569.00	OMH:	\$ 225,173.00	OMH:	\$ 277,522.00	OMH:	\$ 277,522.00	OMH:	\$ 277,522.00	OMH:	\$ 277,522.00	OMH:	\$ 277,522.00
OASAS:	\$ -	OASAS:	\$ -	OASAS:	\$ -	OASAS:	\$ -	OASAS:	\$ -	OASAS:	\$ -	OASAS:	\$ -
OPWDD:	\$ -	OPWDD:	\$ -	OPWDD:	\$ -	OPWDD:	\$ -	OPWDD:	\$ -	OPWDD:	\$ -	OPWDD:	\$ -
COUNTY:	\$ -	COUNTY:	\$ -	COUNTY:	\$ -	COUNTY:	\$ -	COUNTY:	\$ -	COUNTY:	\$ -	COUNTY:	\$ -
ANNUAL TOTAL:	\$ 67,569.00	ANNUAL TOTAL:	\$ 225,173.00	ANNUAL TOTAL:	\$ 277,522.00	ANNUAL TOTAL:	\$ 277,522.00	ANNUAL TOTAL:	\$ 277,522.00	ANNUAL TOTAL:	\$ 277,522.00	ANNUAL TOTAL:	\$ 277,522.00
MONTHLY VOUCHER:	\$ 5,630.00	MONTHLY VOUCHER:	\$ 18,764.00	MONTHLY VOUCHER:	\$ 23,126.00	MONTHLY VOUCHER:	\$ 23,126.00	MONTHLY VOUCHER:	\$ 23,126.00	MONTHLY VOUCHER:	\$ 23,126.00	MONTHLY VOUCHER:	\$ 23,126.00
DEC VOUCHER:	\$ 5,639.00	LAST VOUCHER:	\$ 18,769.00	LAST VOUCHER:	\$ 23,136.00	LAST VOUCHER:	\$ 23,136.00	LAST VOUCHER:	\$ 23,136.00	LAST VOUCHER:	\$ 23,136.00	LAST VOUCHER:	\$ 23,136.00
AMENDMENT		AMENDMENT		AMENDMENT		AMENDMENT		AMENDMENT		AMENDMENT		AMENDMENT	
OMH:COLA	\$ 415.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
YEAR-END SUPPLEMENT	\$ 37,000.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
ADJUSTED TOTAL:	\$ 104,984.00	ADJUSTED TOTAL:	\$ 225,173.00	ADJUSTED TOTAL:	\$ 277,522.00	ADJUSTED TOTAL:	\$ 277,522.00	ADJUSTED TOTAL:	\$ 277,522.00	ADJUSTED TOTAL:	\$ 277,522.00	ADJUSTED TOTAL:	\$ 277,522.00

AGREEMENT

THIS AGREEMENT between **Oneida County**, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its **Department of Mental Health**, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and **Kids Oneida 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 through its Department of Mental Health 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 through its Department of Mental Health 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's Department of Mental Health, hereinafter referred to as the "Department;"

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

1. The term of this Agreement shall be from January 1, 2018 through December 31, 2020 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
 - a. Provide specialized treatment and community based and/or in-home services for children and youth diagnosed with a serious emotional disturbance or a severe behavioral disorder and their families;
 - b. Assign a coordinator/manager to monitor and oversee all interim individualized services developed and implemented via Children & Youth Single Point of Access and Accountability (SPOA/A);
 - c. Ensure that the assigned coordinator/manager will:
 - i. Assign and/or confirm identified provider for family;
 - ii. Act as a liaison between SPOA/A, agency personnel, and other service providers as necessary and appropriate;
 - iii. Attend all care-specific and programmatic meetings convened by OCDMH's SPOA/A to assist in the coordination of case assignment and case reviews, and to assure the timely delivery of services;

- iv. Make available documentation of services provided within seven (7) days of service for each episode;
 - v. Provide quarterly data which includes number of children served and outcome of service.
- d. Ensure that any other provider assigned to provide services under this Agreement will:
- i. Attend an initial meeting with the family to discuss services;
 - ii. Make contact with child and/or family at least one (1) time weekly;
 - iii. Develop a behavior intervention plan within 30 days of case opening;
 - iv. Provide a copy of the behavior plan to OCDMH's SPOA/A within 14 days of the plan being developed;
 - v. Write goals that are measurable by data collection;
 - vi. Write and submit progress note for each episode within five (5) days of service date;
 - vii. Review behavior intervention plan within 60 days of case opening. Data collected should be included in any quarterly report provided to OCDMH;
 - viii. Attend a 90 day review meeting coordinated by OCDMH to discuss progress and needs. This meeting will help determine if continued interim services are needed or if the team feels more intensive services are necessary;
 - ix. Notify OCDMH Children and Youth SPOA/A if they have not had contact with the family in a two week period;
 - x. Notify OCDMH Children and Youth SPOA/A, coordinator/manager, and family of pending vacation or need for extended time off. Provider will identify back-up worker with coordinator/manager and share contact information.
- e. Perform the following when the Provider Agency arranges for the provision of behavioral management services:
- i. Develop a behavior intervention plan within 30 days of case opening;
 - ii. Provide a copy of the behavior plan to OCDMH SPOA/A within 14 days of the plan development.
3. For the Services provided, the County will reimburse the Provider Agency a maximum of Two Hundred Two Thousand Seven Hundred Seven Dollars and no cents (\$202,707.00) during the term of this Agreement. This shall include but not be limited to travel time, evaluation time and any court time as deemed necessary by the court before which the Provider Agency must appear. The payment schedule will be based upon submission of an Oneida County Voucher to the Department. Vouchers submitted by the Provider Agency shall include a detailed and itemized description of the services provided under this Agreement for the period captured in the voucher. Annexed hereto and made part hereof as Appendix A is the Provider Agency's contract budget for the term of this Agreement.
- a. The total amount stated above may be changed by New York State on a year-to-year basis 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 County's 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 Department for monitoring purposes. It is expressly understood that all information sent to the Department will be handled in a safe and confidential manner.
8. In the event that the State or County approves or makes changes to the funding amount that is listed in Appendix A, the Provider Agency, at the request of the County shall submit a revised budget plan which reflects the approved operating costs, net operating costs, and funding by the various deficit funding sources. It is expressly understood that the County assumes no responsibility for either costs not approved for reimbursements by the either the County or the State; or changes to the budget anytime during the contract period. Should any expenses be disapproved in a post-audit by the State of New York or funds are not spent in the approved programs during the fiscal year, the Provider Agency shall submit a check payable to the County's 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. Office of Alcoholism and Substance Abuse Services (OASAS) estimated claims for the prior year are required to be received by the County by April 15th.
 - c. 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.

- d. OMH, OASAS and OPWDD fully audited CFRs for the prior year that do not have a pre-approved 30-day extension (OMH only) are required to be received by the County by April 15th of each year. An OPWDD estimated CFR is required by this date if an extension was filed. An OASAS estimated claim is required to be received by this date; no extension allowed for OASAS CFRs.
 - e. Fully audited CFRs for OMH, OPWDD, and OASAS for the prior year with an extension submitted for OMH and OPWDD and/or an estimated OASAS CFR supplied to the County by April 15th are required to be received by the County by May 15th.
 - f. OASAS mid-year claim for the current year is required to be received by the County by August 15th.
 - g. OASAS Consolidated Budget Report (CBR) for the next year is (with scope) required to be received by the County by September 15th.
 - h. OMH CBRs for the current year are required to be received by the County by October 15th.
 - i. The Provider Agency is only responsible for reporting to the New York State agency or agencies that provide the funding for this Agreement.
 - j. 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 Circular A-102 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act Amendments of 1996.
11. The Provider Agency shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the Provider Agency that agencies and departments of New York State other than the OMH, OASAS, and OPWDD, may promulgate these rules and regulations.
12. The Provider Agency agrees to 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 agrees to indemnify, defend, and save harmless the County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider Agency in the performance of 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, 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, then, notwithstanding the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. 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 agrees to 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 Department as outlined below.

- a. It is expressly understood that as a Provider Agency for the Department, it may and will receive confidential information from the 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 Department and its Single Point of Access & Accountability (SPOA/A) program. This means, among other things, that:
 - A. The Provider Agency will only access confidential information for which there is a need to know; and
 - B. 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
 - c. The Provider Agency will not misuse confidential information or carelessly handle confidential information.
 - ii. The Provider Agency will safeguard and will 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 will report activities by any individual or entity that is suspected of or may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities.
 - iv. The Provider Agency understands that the obligations under this Agreement will continue after termination of employment 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 Department 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.
 - iv. The Provider Agency will 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.
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 and in accordance with "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State law and/or regulation.
- a. The Provider Agency shall include the following written statement when disclosing any confidential HIV-related information:
 - i. "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 agrees that its employees and agents, as mandated reporters, will 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

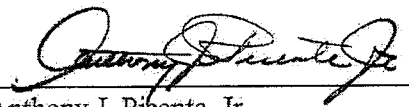
licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

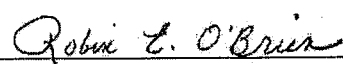
21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
22. It is understood that this instrument represents the entire Agreement of 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) 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.

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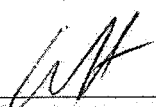
IN WITNESS THEREOF, the County and the Provider have signed this Amendment on the day and year first above written.

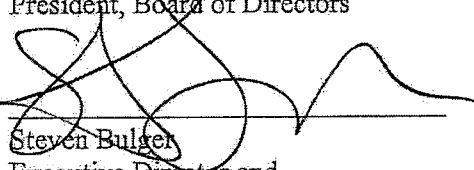
COUNTY OF ONEIDA

By:  5/14/18
Anthony J. Picente, Jr. Date
Oneida County Executive

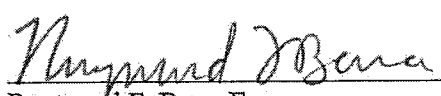
By:  3/28/18
Robin E. O'Brien Date
Commissioner, Department of Mental Health

KIDS ONEIDA, INC.

By:  3/22/18
William McDonald Date
President, Board of Directors

By:  3-13-2018
Steven Bulger Date
Executive Director and
Chief Executive Officer

Approved

By: 
Raymond F. Bara, Esq.
Assistant County Attorney

KIDS ONEIDA, INC.		TOTAL THREE YEAR BUDGET: \$			202,707.00
APPENDIX A					
YEAR	2018	2019	2020		
OMH:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	\$	\$ 67,569.00
OASAS:	\$ -	\$ -	\$ -	\$	\$ -
OPWDD:	\$ -	\$ -	\$ -	\$	\$ -
COUNTY:	\$ -	\$ -	\$ -	\$	\$ -
ANNUAL TOTAL:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	ANNUAL TOTAL:	\$ 67,569.00
MONTHLY VOUCHER:	\$ -	\$ -	\$ -	MONTHLY VOUCHER:	\$ -
LAST VOUCHER:	\$ -	\$ -	\$ -	LAST VOUCHER:	\$ -
AMENDMENT:					
	\$ -	\$ -	\$ -	AMENDMENT	\$ -
	\$ -	\$ -	\$ -		\$ -
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ADJUSTED TOTAL:	\$ 67,569.00	\$ 67,569.00	\$ 67,569.00	ADJUSTED TOTAL:	\$ 67,569.00

APPENDIX B
STANDARD ONEIDA COUNTY CONTRACT ADDENDUM

THIS ADDENDUM, entered into on this 1 day of January 2018, 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, and 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 Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding 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.

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:

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, 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.

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. 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 contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted 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
 - 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;
- and

2. Where the Contractor is unable to certify 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:

1. 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 on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon 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);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) 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.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

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.

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, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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
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:

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:

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;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, 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:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 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. 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;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 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
 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.
- 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;
 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

3. 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 attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Workers' Compensation Benefits.

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

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 thereof, 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 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, 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, that its bid was arrived at independently and without collusion aimed at 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 pertinent 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 attachments, 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 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) 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. 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. Where the payee does not have such number or numbers, the payees, 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 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. (2) 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 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 County.

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 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 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.

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 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 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 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/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 Office of General Services (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 State Finance Law § 165-a(3)(b).

Additionally, the 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 Iran Divestment Act of 2012 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.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

June 21, 2019

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

FN 20 19-236
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached for your review and approval is a Purchase of Services Agreement between the Oneida County Department of Social Services and Mohawk Valley Community College. This agreement builds on the previous workstudy.

This Agreement will provide:

- Ongoing workflow analysis
- Review of the TA/SNAP position duties
- Development of a best practice manual based on the workflow study previously completed to be used for training and staff development purposes

This Agreement is for the term Date of Execution through September 30, 2019 and has a maximum total cost of \$ 96,919.43 for the duration of this Agreement. This study is 100% funded through a New York State SNAP Bonus award allocation.

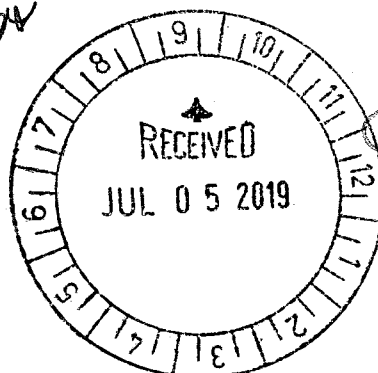
I am respectfully requesting approval of this Agreement between Oneida County through its Department of Social Services and Mohawk Valley Community College. If this Agreement meets with your approval, please forward to the Board of Legislators for further action.

Thank you for your attention to this matter.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/vlc
attachment.



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

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

Date 7/3/19

14009

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Mohawk Valley Community College
1101 Sherman Drive
Utica, New York 13501

Title of Activity or Services: SNAP Workflow study

Proposed Dates of Operations: Date of Execution through September 30, 2019

Client Population/Number to be Served: Department employees and clients

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

MVCC shall provide:

- Ongoing workflow analysis
- Review of the TA/SNAP position duties
- Development of a best practice manual based on the workflow study previously completed to be used for training and staff development purposes

2). Program/Service Objectives and Outcomes

This agreement will build upon the previous workflow study.

3). Program Design and Staffing Level -

Total Funding Requested: \$96,919.43

Oneida County Dept. Funding Recommendation:

Mandated or Non-mandated:

Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal			
State	100 %	\$96,919.43	
County			

Cost Per Client Served:

Past performance Served

O.C. Department Staff Comments: This study is 100% funded through a New York State SNAP Bonus award allocation

AGREEMENT

THIS AGREEMENT ("Agreement") 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 13501 (hereinafter referred to as the "County"), through its Department of Social Services (hereinafter referred to as the "Department"), and Mohawk Valley Community College, a community college organized and existing under New York State Education Law, with its principal offices at 1101 Sherman Drive, Utica, New York 13501 (hereinafter referred to as "MVCC").

In consideration of the promises contained herein, along with other good and valuable consideration, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be effective Date of Execution through September 30, 2019.

II. SCOPE OF SERVICES

1. MVCC shall perform a workflow study, analysis, and revision of the Department's staff job descriptions and corresponding job duties, develop program area "Best Practices" for both Temporary Assistance (TA) and Supplemental Nutrition Assistance Program (SNAP) departments, rewrite TA and SNAP manuals, create "Best practices" for organized and efficient workspace set ups and workstations in TA and SNAP departments, and develop a Leadership Succession Plan for TA and SNAP departments to include additional leadership coaching(hereinafter called the "Study"). The Study shall include, but is not limited to, pre-analysis meetings with Department staff, evaluation and analysis of staff duties, job descriptions and workspaces, Nineteen (19) SNAP workstations, Thirty-one (31) TA workstations, analysis and evaluation and presentation of the findings and results, post-analysis coaching meetings with Department leadership staff, and preparation of Executive Summary and Analysis and Study Report.

III. PERFORMANCE OF SERVICES

1. MVCC 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 Study. MVCC shall use its best efforts to perform the Study such that the results are satisfactory to the County.

2. MVCC acknowledges and agrees that MVCC and its subcontractors have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

3. The Department's Commissioner reserves the rights to evaluate the job performance of the individual chosen to perform the work, and to request that any individual performing under this Agreement be reassigned, and to request retention, reinstatement or reassignment of any individual who may have been removed.

4. In order to achieve maximum results required, the Department shall provide reports, documents and other information that will enable MVCC to perform its duties under this Agreement.

IV. INSURANCE REQUIRMENTS

1. MVCC shall, at its own expense, during the term of this Agreement, maintain in force a policy of insurance that will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than one million dollars (\$1,000,000) per occurrence and such insurance shall not be less than two million dollars (\$2,000,000) annual aggregate. Oneida County shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to the additional insured. Coverage for the additional insured shall include completed operations.

2. MVCC shall, during the term of this Agreement, purchase and maintain in force a policy of umbrella and/or excess liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence. Umbrella and/or excess coverage must include Oneida County as an additional insured. Coverage for the additional insured shall be on a primary and non-contributing basis before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to the additional insured.

V. REIMBURSEMENT

1. Reimbursement for the Study performed under this Agreement shall not exceed \$96,919.43 for the term.

2. MVCC shall submit an Oneida County Voucher to the Department for reimbursement under this Agreement, with all necessary documentation attached.

3. MVCC is solely responsible for paying all of its business expenses related to furnishing the Study described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

VI. AGREEMENT LIAISONS

The liaisons for purposes of this Agreement are:

MVCC: Kristen Skobla
The Center for Corporate and Community Education
(315) 792-5685
kskobla@mvcc.edu

Department: Joe Johnson

(315) 798-5640
JJohnson@ocgov.net

VII. CONFIDENTIALITY

All information exchanged between the parties is considered confidential and shall be used only for the intended purposes. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.

VIII. REASSIGNMENT OF AGREEMENT

This Agreement cannot be assigned by MVCC without obtaining written approval of the Department.

IX. TERMINATION OF AGREEMENT

The parties agree that either party may terminate this Agreement with thirty (30) days written notice to the other party without cause, and immediately if for cause or if Federal or State reimbursement is terminated or not allowed.

X. 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. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Date: _____

Approved: _____

Kimberly A. Kolch, Assistant County Attorney

Date: _____

Oneida County Department of Social Services: _____

Colleen Fahy-Box, Commissioner

Date: _____

Mohawk Valley Community College: _____



Randall J. Van Wagoner, President

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 be 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 statutes 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 its 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 filing 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 waiver, alterations or modifications of and provisions of this AGREEMENT shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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.

Mohawk Valley Community College
NAME OF CONTRACTED AGENCY

Randall J. VanWagoner, President
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Randall J. VanWagoner 7/1/19
SIGNATURE DATE



1101 Floyd Avenue
Rome, NY 13440
www.mvcc.edu/CCED

Center for Corporate and
Community Education
315-792-5300
Fax 315-792-5682

Oneida County DSS SNAP & TA

Costs for Projects

Workflow Study Recommendations Proposal: \$18,687

Job Descriptions and Best Practices Projects

GOALS:

Part 1-Re-write 7 job descriptions in the TA and SNAP departments.

Part 2-Create Best Practices for SNAP Intake, SNAP Undercare, TA Intake and TA Undercare Departments.

Part 3- Improve organization and increase efficiency of SNAP and TA staff's workspaces.

PROCESS and TIME FRAMES- Spring-Fall 2019

Part 1- Re-write 7 Job Descriptions (Chief SWE, Head SWE, Principal SWE, Senior SWE, SWE,

Clerk (DO NOT NEED TO DO), Community Service Worker, Director of Income Maintenance)

- Form/select committee of staff members to assist.
- Review each job description with appropriate Committee members
- Make revisions to existing job descriptions/added and deleted
- Present proposed revised job descriptions to Karen, Joe & Colleen
- Finalize new job descriptions

Part 2- Determine "Best Practices" for TA and SNAP Departments & Training

Under the supervision of the State University of New York and sponsored by Oneida County



1101 Floyd Avenue
Rome, NY 13440
www.mvcc.edu/CCED

Center for Corporate and
Community Education
315-792-5300
Fax 315-792-5682

- Form/select committee of staff members to assist
- Meet, discuss, formulate "Best Practices" for 4 program areas:
Snap intake, Snap Undercare, TA intake, TA Undercare
- Present proposed "Best Practices" to Karen, Joe & Colleen
- Finalize "Best Practices"

Part 3- Improve organization and increase efficiency of SNAP and TA staff's workspaces.

- Set up meeting with ROI, in person meeting held on 3/25, receive and review initial and revised proposals from ROI for improved workspaces for SNAP and TA Staff
- Form/select committee of staff members to assist.
- Create "Best Practices" for organized and efficient workspace set up
- Assist with declutter strategies for staff in preparation for new workspaces

Workspace Efficiency Project Cost- \$58,107.43

19 SNAP Workstations

S Scenario #2 \$925.42 per station= \$28,688.02

31 TA Workstations

Scenario #1 \$1548.39 per station= \$29,419.41

Leadership Micro-Study Recommendations Proposal: \$20,125

Additional Hour of Coaching for each Leader

Part 1-Additional 1 hour of coaching with each Leader to work on leadership challenges Action Plan and implementation. Document leadership challenge improvements and their effect on the staff.

Leadership Succession Planning

Create and implement a Leadership Succession Plan for SNAP and TA departments in anticipation of several retirements within the next few years. This includes creating a committee to help with evaluation and recommendations. Prepare Succession Plan and implement mentoring and training program.

SNAP & TA Manuals Re-write



1101 Floyd Avenue
Rome, NY 13440
www.mvcc.edu/CCED

Center for Corporate and
Community Education
315-792-5300
Fax 315-792-5682

Create a small project team from both SNAP & TA to work on the complete re-write both of the SNAP and TA manuals.

TOTAL INVESTMENT: \$ 96,919.43

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

I, the undersigned, an employee of Mohawk Valley Community College, (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: Randall Van Wagoner
Signature: [Handwritten Signature]
Title: President
Date: 6/26/19
Witness: Stella Kaul

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

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

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

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

i. The Contractor certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

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

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

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

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

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

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

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

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

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

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

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

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

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

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

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

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

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

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

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

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

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

July 9, 2019

Gerald Fiorini
Board Chairman
800 Park Avenue
Utica, New York 13501

FN 20 19 - 2370

WAYS & MEANS

Dear Chairman:

On June 12, 2019, your Board of Legislators approved Resolution # 187. This resolution established the Annual Budget Appropriation Agreements between Oneida County and various municipalities and one school district to support the cost of providing municipal services to the citizens and businesses of Oneida County. The Annual Budget Appropriation Agreements start in the 2019 Budget and will end on December 31, 2023.

In order to be compliant with the agreements it is necessary to do the following budget transfers and establish the individual budgetary accounts

I therefore request your Board approval for the following 2019 fund transfers:

TO:

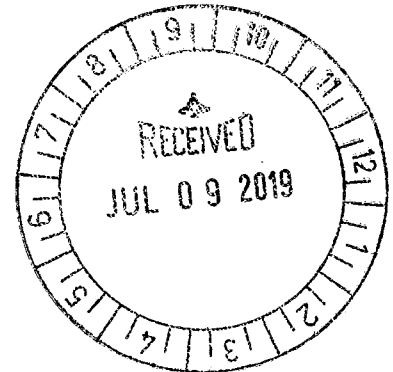
AA# A6411.495115-	Budget/Community Assistance – City of Sherrill	\$190,000
AA# A6411.495116-	Budget/Community Assistance – Village of Vernon	60,000
AA# A6411.495117-	Budget/Community Assistance – Town of Augusta	75,000
AA# A6411.495118-	Budget/Community Assistance – Town of Vienna	100,000
AA# A6411.495119-	Budget/Community Assistance – Village of Sylvan Beach	50,000
AA# A6411.495120-	Budget/Community Assistance – Town of Verona	250,000
AA# A6411.495121-	Budget/Community Assistance – Town of Vernon.....	125,000
AA# A6411.495122-	Budget/Community Assistance – VVS Central School District	<u>700,000</u>
	Total	\$1,550,000

FROM:

AA# A1998.1992--	Budget/Special Items – Contingent Community Host.....	\$ 1,400,000
AA# A1992.9-----	Budget/Special Items – Contingent Salaries	<u>150,000</u>
	Total	\$ 1,550,000

Respectfully submitted,

Anthony J. Picente, Jr.
County Executive



CC: County Attorney
Comptroller
Budget Director



ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6213 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

DENNIS S. DAVIS
 Commissioner

July 8, 2019

FN 20 19238

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Attached are four (4) Amendments B to the Municipal Agreement with New York State Department of Transportation for Snow & Ice Control on State Highways for the 2018-2019 Snow Season. The final total for the 2018-2019 Snow Season exceeded the estimate by nearly \$900,000, after the inclusion of the retroactive wages for the 2017-2018 Snow Season.

As a result, the New York State Department of Transportation requires that the County sends four (4) signed and notarized original copies of the Amendment, along with four (4) sealed Resolutions from the Board of Legislators, before they can process payment.

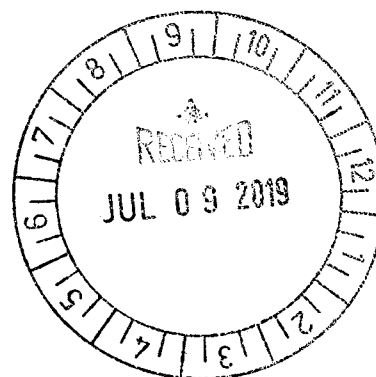
If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

Dennis S. Davis
 Commissioner

DSD/cg



Enclosures: 4

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

Anthony J. Picente, Jr.
 County Executive

Date 7-9-19

Oneida Co. Department: DPW- Highways & Bridges Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Transportation
Oneida East Residency
2436 Chenango Rd.
Utica, NY 13502

Title of Activity or Service: Amendment to Municipal-State Agreement for Control of
Snow & Ice on State Highways.

Proposed Dates of Operation: July 1, 2018 – June 30, 2019

Client Population/Number to be Served: Oneida County Residents and those who travel on
State Highways.

Summary Statements

- 1) **Narrative Description of Proposed Services:** Amendment to Agreement for Oneida County DPW Highways and Bridges to perform Snow & Ice Control on State Highways.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$3,340,969.65 **Account #** D2302

Oneida County Dept. Funding Recommendation: \$3,340,969.65

Proposed Funding Sources (Federal \$/ State \$/County \$): NYS DOT \$

Cost Per Client Served: N/A

Past Performance Data: This program is 100% reimbursable by the state.

O.C. Department Staff Comments: This is an amendment to the agreement for the 2018-2019 snow season to increase the total funding for the season, as expenditures exceeded the original estimate. The County will receive \$899,942.65 more than the \$2,441,027.00 anticipated.

AMENDMENT B

Contract #	Municipality	Ext. Season	Region #
D089876	Oneida County/County of Oneida	2018/19	2
Type of Contract			Conventional

AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR SNOW & ICE AGREEMENT

Due to the severity of the winter during 2018/19 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS		
Original Estimated Expenditure	Final Snow & Ice Voucher	Adjustment ¹
\$2,441,027.00	\$ 3,340,969.65	\$ 899,942.65
Adjustment ¹ = Final Snow & Ice Voucher – Original Estimated Expenditure		
TOTAL REVISED ESTIMATED EXPENDITURE		
Original Estimated Expenditure	Adjustment ¹	Revised Estimated Expenditure ²
\$ 2,441,027.00	\$ 899,942.65	\$ 3,340,969.65
Revised Estimated Expenditure ² = Original Estimated Expenditure + Adjustment ¹		

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

Agency Certification Contract No. D089876

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY _____
For Commissioner of Transportation

BY _____

ATTORNEY GENERAL'S SIGNATURE

NYS COMPTROLLER'S SIGNATURE

Dated _____

Dated _____

STATE OF NEW YORK)

) SS:

COUNTY OF Oneida)

On the _____ day of _____ in the year _____ before me personally came _____ to me known who, being by me duly sworn, did depose and say that (s)he resides in _____, New York; that (s)he is the _____ of _____ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____; a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

ONEIDA COUNTY DEPARTMENT OF PERSONNEL
OFFICE OF THE COMMISSIONER
County Office Building • 800 Park Avenue • Utica, New York 13501-2986
Phone: (315) 798-5725 • Fax: (315) 798-6490
E-Mail: labor@oecgov.net

July 2, 2019

FN 20 19239

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Re: Nationwide Deferred Compensation Plan

Dear County Executive Picente:

Nationwide Retirement Solutions presently provides administrative services to Oneida County employees for our Deferred Compensation 457 plan. The administrative services agreement expires July 31, 2019.

The Oneida County Deferred Compensation Committee members, Peter Rayhill, Anthony Carvelli, Tom Keeler and I met on July 2, 2019 and unanimously determined that it is in the best interest of plan participants and Oneida County to extend the current administrative agreement with Nationwide Retirement Solutions for one year, ending July 31, 2020. A copy of the Committee resolution recommending and authorizing the extension is attached.

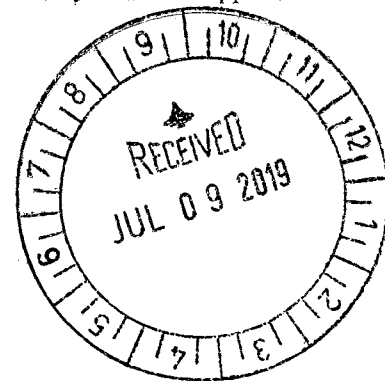
Accordingly, as Chairman of the Deferred Compensation Committee I am respectfully requesting that you forward this resolution to the Board of Legislators and ask that they authorize approval of a one year contract extension at their next board meeting.

There is no county cost.

Thank you for your consideration.

Sincerely,

John P. Talerico
Chairman, Deferred Compensation Committee



Cc: A Carvelli, Member
T Keeler, Member
P Rayhill, Member

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

Anthony J. Picente, Jr.
County Executive

Date 7-9-19

Oneida Co. Department: Personnel

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Nationwide Retirement Solutions, Inc.
10 W. Nationwide Boulevard
Columbus, Ohio 43215

Title of Activity or Service:

Deferred Compensation Plan (Extension)

Proposed Dates of Operation:

August 1, 2019 to July 31, 2020

Client Population/Number to be Served:

County Employees

Summary Statements

- 1) **Narrative Description of Proposed Services:** Nationwide Retirement Solutions will continue provide professional services pertaining to the administration of Oneida County's deferred compensation plan in accordance with Section 457 of the IRS and NYS Deferred Compensation Board Rules and Regulations.
- 2) **Program/Service Objectives and Outcomes:** Nationwide Retirement Solutions shall continue to administer the deferred compensation plan in compliance with the IRS, state and federal statutes and the regulations.
- 3) **Program Design and Staffing:** Nationwide Retirement Solutions will continue to administer the deferred compensation plan.

Total Funding Requested: No cost to County;
fee paid by participants

Account # A1480.195

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Sources (Federal \$/ State \$/County \$): N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This is an extension of one year for the agreement currently in effect, contract #014860 (Exhibit A).

Deferred Compensation Committee Resolution

Whereas, the New York State Deferred Compensation Board (the "Board"), pursuant to Section 5 of the New York State Finance Law ("Section 5") and the Regulations of the New York State Deferred Compensation Board (the Regulations"), has promulgated the Plan Document of the Deferred Compensation Plan for Employees of Oneida County (the "Model Plan") and offers the Model Plan for adoption by local employers;

Whereas, the Oneida County Deferred Compensation Plan has been provided administrative services by Nationwide Retirement Solutions, with Nationwide Financial Services, Inc. serving as financial organization and Nationwide Trust Company serving as Trustee; and

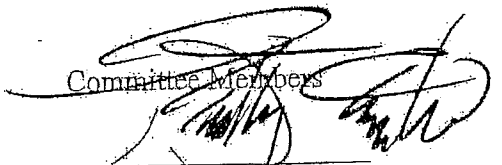
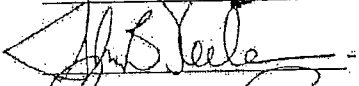
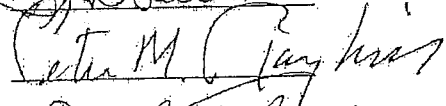
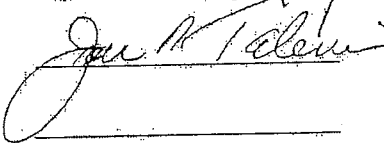
Whereas, Agreements between the County and such entities to provide such services expires on July 31, 2019; and

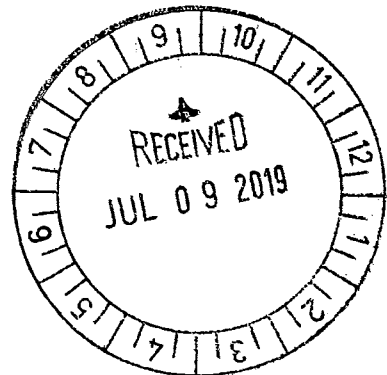
Whereas The County has the option of extending such agreements for one (1) additional year until July 31, 2020; and

Whereas, the Oneida County Deferred Compensation Committee met on JULY 2, 2019 to discuss the option of extending the above agreements for a one (1) year period described hereinabove, and has deemed it in the best interest of Plan participants to extend the agreements for a one (1) year period, now therefore, be it

Resolved, the Oneida County Deferred Compensation Committee recommend to the County Executive and the Board of Legislators that the above referenced agreements be extended for a one (1) year period, from August 1, 2019 through July 31, 2020.

Committee Members



EXTENSION OF AGREEMENT

THIS EXTENSION OF AGREEMENT, by and between the Oneida County Deferred Compensation Committee (hereinafter referred to as the “Committee”) Oneida County, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, (hereinafter referred to as the “Employer”), and Nationwide Retirement Solutions, Inc., an Ohio Business, having with its principal office at 10 W. Nationwide Boulevard, Columbus, Ohio (hereinafter referred to as “NRS”).

WITNESSETH

WHEREAS, the parties herein entered into an Agreement (Oneida County contract no. 014860, Attached hereto as **EXHIBIT A**) dated the 14th day of July, 2014 (hereinafter referred to as the “Original Agreement”), wherein NRS would provide professional services pertaining to the administration of the Employer’s deferred compensation plan in accordance with Section 457 of the Internal Revenue Code and the New York State Deferred Compensation Board Rules and Regulations; and

WHEREAS, the term of the Original Agreement began on July 14, 2014 and terminates on July 13, 2019; and

WHEREAS, the parties desire to memorialize, in writing, their mutual agreement to extend the terms and conditions of the Original Agreement for one (1) additional year;

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

- A. The Original Agreement between the parties shall be extended for one (1) additional year commencing on July 14, 2019 and terminating on July 13, 2020 (hereinafter referred to as the “Extension Term”), unless sooner terminated by the parties pursuant to the provisions of Article VI of the Original Agreement.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.
- C. The Extension Term shall be under the same terms and conditions as the Original Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.
SIGNATURES APPEAR ON NEXT PAGE.]

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

COUNTY OF ONEIDA

**NATIONWIDE RETIREMENT SOLUTIONS,
INC.**

By: _____

By: _____

Anthony J. Picente, Jr.
County Executive

Printed Name _____
Title: _____

Date: _____

Date: _____

Approved:

By: _____
Amanda Lynn Cortese
Special Assistant County Attorney

EXHIBIT A

Oneida County Contract Tracking Sheet

Printed:
6/19/2014 12:01:24 PM

Contract # 014860	Code Renewal	Prior #	Dept # 1480
Vendor Nationwide Retirement Solutions, Inc.		Type: Purchase of Services	
Starts on Contract Execution: <input type="checkbox"/>	Start Date 8/1/2014	End Date 7/31/2019	

Department: **Health Insurance** Appropriation Acct(s): **1480.195** Revenue Code: Contract Amount: **\$0.00**

Contact Person: **John Talerico** 798-5732

Fee is paid by the participants in the Deferred Compensation plan, no cost to Oneida County

- | | | | |
|---------------------------|-------------------------------------|---|--|
| 1) County Attorney | Approval as to Form | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| | Contract Amount Over \$50,000 | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| | Board of Legislators Approval Req'd | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| | Board of Acquisition and Contract | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| | Requires Notary Public | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

Comments: Date: 6-25-14 Initials: PTJR

2) Budget Director **Comments:** Date: 6-26-14 Initials: PPB

3) Final Review
County Attorney **Comments:** Date: 6/26/14 Initials: PMR

4) Sent to Board of Legislators Sent Date: 6-26-14 *JES*
(contract to be held in Law Dept.) Approval Date: 7/9/14
Resolution Number: 814

Sent to County Executive for Signature Date: 7/14/14

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

ONEIDA COUNTY
HEALTH INSURANCE ADMINISTRATION

Department of Personnel

County Office Building • 800 Park Avenue • Utica, New York 13501-2986
Phone: (315) 798-5732 • Fax: (315) 798-6490
Email: healthins@ocgov.net

June 18, 2014

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

Re: Nationwide Retirement Solutions
Dear County Executive Picente;

Attached is the Administrative Agreement for Nationwide Retirement Solutions to provide Deferred Compensation Services to Oneida County employees that choose to participate in the program. This allows the employees to set aside a portion of their income under section 457 of the IRS code.

The Request For Proposal had five respondents. An independent analysis of the responses was conducted by Gilroy, Kernan, and Gilroy. The Oneida County Deferred Compensation Committee has fiduciary responsibility for the plan. The Committee unanimously passed a resolution authorizing execution of the contract renewal with Nationwide.

Nationwide Retirement Solutions will provide all administrative services necessary to operate the program. The contract period is August 1, 2014 – July 31, 2019. Any fees are paid by plan participants.

Therefore, there is no direct County cost to operate this program.

I respectfully ask that you forward this agreement to the Board of Legislators for their approval no later than the meeting of July 9, 2014.

Thank you for your attention to this matter.

Sincerely,

John P. Talerico
Commissioner of Personnel

Oneida Co. Department: Health Insurance Admin

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Nationwide Retirement Solutions

Title of Activity or Service:

Deferred Compensation Plan

Proposed Dates of Operation:

August 1, 2014 – July 31, 2019

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

Nationwide Retirement Solutions will provide professional services pertaining to the administration of Oneida County's deferred compensation plan in accordance with Section 457 of the IRS and NYS Deferred Compensation Board Rules and Regulations

2) Program/Service Objectives and Outcomes:

Nationwide Retirement Solutions shall implement and administer the deferred compensation plan in compliance with the IRS, state and federal statutes and the regulations. They shall establish such internal administrative systems and procedures as are necessary to administer the deferred compensation plan

3) Program Design and Staffing

Nationwide Retirement Solutions will administer the deferred compensation plan

Total Funding Requested: No cost to Oneida County, fee is paid by the participants

Account # 1480.195

Oneida County Dept. Funding Recommendation: No Cost

Proposed Funding Sources (Federal \$/ State \$/County \$): 0

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. 214

INTRODUCED BY: Mr. Porter

2ND BY: Mr. Joseph

RE: APPROVAL TO EXTEND THE CURRENT ADMINISTRATIVE AGREEMENT WITH NATIONWIDE RETIREMENT SOLUTIONS TO ADMINISTER THE DEFERRED COMPENSATION 457 PLAN

WHEREAS, The New York State Deferred Compensation Board (the "Board"), pursuant to Section 5 of the New York State Finance Law ("Section 5") and the Regulations of the New York State Deferred Compensation Board (the Regulations"), has promulgated the Plan Document of the Deferred Compensation Plan for employees of Oneida County (the "Model Plan") and offers the Model Plan for adoption by local employers, and

WHEREAS, The Oneida County Deferred Compensation Plan has been procuring administrative services for the Model Plan from Nationwide Retirement Solutions, with Nationwide Financial Services, Inc. serving as financial organization and Nationwide Trust Company serving as Trustee, and

WHEREAS, The existing Agreement between the County and Nationwide Retirement Solutions to provide such services expires on July 31, 2014, and

WHEREAS, The Oneida County Deferred Compensation Committee solicited submissions to administer the Deferred Compensation Plan. The Deferred Compensation Committee met on May 28, 2014 to discuss and review submissions to administer the Deferred Compensation Plan and deemed it in the best interest of Plan participants to award the administration of the Deferred Compensation Plan to Nationwide Financial Services by renewing the existing agreement, now therefore, be it

RESOLVED, That the above referenced agreement be renewed for a term of August 1, 2014 through July 31, 2019.

APPROVED: Ways & Means Committee (July 9, 2014)

DATED: July 9, 2014

Adopted by the following vote:

AYES 23 NAYS 0 ABSENT 0

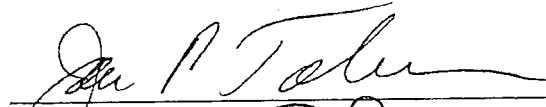
Authorizing renewal of agreements with Nationwide Retirement Solutions, Nationwide Financial Services Inc. and Nationwide Trust Company for continuation of the County of Oneida Deferred Compensation Plan.

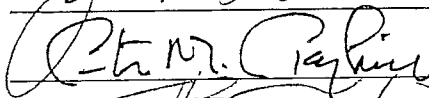
Whereas, the County of Oneida Deferred Compensation Plan has been provided administrative services by Nationwide Retirement Solutions, with Nationwide Financial Services Inc. serving as financial organization and Nationwide Trust Company serving as trustee; and

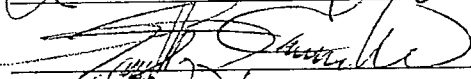
Whereas, the County of Oneida has chosen to retain Nationwide as their sole provider and renew such agreements for a five (5) year period to expire July 31, 2019

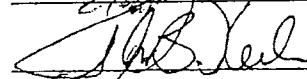
Now, therefore, it be

Resolved, that the County of Oneida Deferred Compensation Committee Chairman is authorized to execute the contract renewal for the above referenced agreements with Nationwide Retirement Solutions, Nationwide Financial Services Inc. and Nationwide Trust Company for five (5) years, ending on July 31, 2019









Deferred Compensation Committee

Date: 5-28-14

DEFERRED COMPENSATION PLAN ADMINISTRATIVE AGREEMENT

This Agreement, made this ___ day of _____ 20__ between the Oneida County Deferred Compensation Committee ("Committee"), Oneida County ("Employer") having an address at _____ and Nationwide Retirement Solutions ("NRS") having an address at 10 W. Nationwide Blvd. Columbus, OH 43215.

WHEREAS, the Employer adopted a resolution authorizing the Committee to enter into this Agreement with NRS for professional services pertaining to the administration of the Employer's deferred compensation plan in accordance with Section 457 of the Internal Revenue Code ("Code") and the New York State Deferred Compensation Board Rules and Regulations ("Regulations"); and

WHEREAS, the Employer has adopted the Model Plan, promulgated by the New York State Deferred Compensation Board ("Board"), in its original or thereafter amended form, for the benefit of its employees ("Participants"), their Beneficiaries and Alternate Payees. **The Model Plan, previously submitted as a required document for acknowledgement to the President of the Civil Service Commission, is hereby incorporated by reference.**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Employer, the Committee, and NRS do hereby agree as follows:

I. RESPONSIBILITIES

A. GENERAL

NRS shall implement and administer the Model Plan in compliance with the Code, state and federal statutes and the Regulations. NRS shall establish such internal administrative systems and procedures as are necessary to administer the Model Plan.

B. SOLICITATION AND EDUCATION

NRS shall develop and implement a procedure, approved by the Committee, to make all eligible employees aware of the Model Plan in a manner that will not disrupt the work of the Employer, but will allow each employee to receive information and assistance required to properly determine their optimum degree of participation, if any, in the Model Plan. Employees will be provided with explanatory charts and be provided with general data concerning the advantages and restrictions of the Model Plan. At all times, the Model Plan will be explained as a voluntary fringe benefit made available by the Employer to its employees.

All information obtained from the employee shall be confidential and used exclusively for purposes relating to the Model Plan. Neither NRS nor its agents or employees shall contact an employee with respect to any products made available by NRS or Nationwide other than in connection with the Model Plan, nor use information obtained by reason of its appointment as an Administrative Service Agency to solicit employees with respect to such other products.

C. EMPLOYEE ENROLLMENT

NRS will make available dedicated resources for enrollment of employees into the Model Plan. NRS shall notify all eligible employees of the opportunities available under the Model Plan within a mutually agreed upon period of time from the initial implementation of the Model Plan, or for subsequently hired employees, within a mutually agreed upon period of time from their hire date.

D. STATEMENTS

NRS shall provide calendar year quarterly individual account reports to each Participant reflecting their account balances as of each March 31, June 30, September 30, and December 31 ("Statement"). The Statement shall indicate the deferred amounts received and processed by NRS for each Participant, the account value of each investment for each Participant, and the total account value (including earnings or losses with respect thereto) of each Participant's account at the end of the period. An individual Statement shall be distributed to each Participant as promptly as possible but no later than thirty (30) days following the end of each calendar year quarterly period. Each Participant shall be furnished annually with a written disclosure of (i) all fees and expenses paid out of or charged against any assets of the Model Plan, including all fees and expenses netted against any investment return on amounts held under the Model Plan and (ii) the allocation of all such fees and expenses to and among Participants' accounts under the Model Plan.

E. TOLL-FREE CUSTOMER SERVICE NUMBER

NRS will provide a toll-free number at no cost to the Employer, the Committee, the Participants, their Beneficiaries and Alternative Payees. Participants will be able to request telephone exchanges and allocation changes, along with account balance information and other services as may be provided by NRS.

F. ELECTION OF AMOUNTS DEFERRED

At the time of enrollment, Participants shall be required to elect the amount of compensation to be deferred. Thereafter, subject to the provisions of the Model Plan, Participants may change their elections regarding the amount of compensation deferred, discontinue or temporarily suspend future deferrals, or select a "catch up" option by giving written notice to NRS or Employer as may be appropriate. NRS shall supply the forms and software to be used by the Participant for these purposes. NRS will make said forms and software available to employees and shall collect completed forms from employees. Participants having questions with regard to the completion of the forms will be directed to contact NRS. NRS shall provide assistance to Participants for completion of the forms.

G. MAXIMUM LIMITATION OF DEFERRALS

NRS will provide deferral limit testing services to Employer subject to the following conditions: (1) NRS shall accept or reject Participant election forms, (2) NRS shall not be responsible for monitoring the reductions in the limitations of Sections 3.2 (a) and 3.2 (b)(I) of the Model Plan caused by any amount excluded from the Participant's gross income for the applicable plan year under Sections 402(a)(8), 402 (h)(1)(B), 403(b), 457(a), and 501 (c)(18) of the Code under any plan maintained by the Employer or any other and as provided by any other applicable provision of law, and (3) NRS shall not be responsible for monitoring for purposes of these limitations, deferrals to any other Code Section 457 plan sponsored by the Employer. NRS shall return to the Employer, for refund to the Participant, any deferrals found to be in violation of the Model Plan.

H. ELECTION OF FUNDS

At the time of enrollment, Participants shall be required to specify the dollar amount or percentage of their compensation that shall be deferred to each available investment option. Thereafter, subject to the provisions of the Model Plan, Participants may direct their future deferrals to other investment options or may transfer all or part of their interests in investments to other investments by meeting with a NRS representative, giving written notice to NRS, by initiating the transaction over the website or by calling the NRS toll-free customer service number. NRS shall supply the forms to be used by the Participants for the foregoing purposes if appropriate. NRS will make said forms available to Participants and shall collect completed forms from Participants. Participants having questions with regard to the completion of the forms will be directed to contact NRS. NRS shall provide assistance to the Participants for completion of the forms.

NRS shall not advise any Participant in such a way as to recommend the direction of funds into or out of any particular option. Each Participant is solely responsible for the investment and allocation of his or her deferrals in and among the investments and shall assume all risk in connection with any decrease in the value of any or all of the investments.

I. APPLICATION OF NEW MONIES RECEIVED

Deposits of Participant contributions shall be made in accordance with terms and conditions no less favorable than required by the Regulations provided deposits are received in "Good Order". "Good Order" is defined as: the reconciliation of deferral data and funds remitted by the Employer.

Unless the parties agree otherwise, all monies shall be payable to NRS, acting on behalf of the Employer under the Model Plan, with the consent and acknowledgement of the Committee. NRS shall immediately put the monies in "Good Order" and remit or transfer such monies to the Financial Organization(s) on behalf of the Employer.

J. DISTRIBUTION OF BENEFITS

Unless the parties agree otherwise, all benefits shall be payable by NRS in accordance with the Trust Agreement and Section 7 of the Model Plan, subject to the consent and acknowledgement of the Committee.

NRS shall in accordance with the Model Plan, Trust Agreements and this Agreement cause checks to be issued to Participants, their Beneficiaries or Alternate Payees. NRS shall cause the withholding of appropriate federal taxes and state taxes from all disbursements to Participants under the Model Plan and is responsible for the timely submission and reporting of such withheld amounts to the appropriate state and federal taxing authorities, and the preparation and mailing of appropriate tax withholding forms to Participants, their Beneficiaries or Alternate Payees.

K. REFUNDS

NRS shall refund to Employer any contribution made as the result of error or misunderstanding prior to investment. Said refund shall be made only with the written consent of the Employer in amounts authorized by the Employer. Additionally, if an amount is set-aside to be held in the Trust Fund by an Employer under mistake

of fact, such amount shall be returned to such Employer, as soon as practical but no later than one year after its payment. Any amounts so returned to the Employer, and the earnings thereon, shall be returned by the Employer to the Participants on whose behalf such amounts were set aside.

L. CONFIDENTIALITY

All information obtained by NRS in connection with any services performed by NRS with respect to the Model Plan shall be considered confidential and may be disclosed to third parties only to the extent necessary to operate the Model Plan for the exclusive benefit of Participants and Beneficiaries.

M. RECORDS

NRS shall maintain books, records, documents, and other evidence pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied and in effect at the effective date of this Agreement.

NRS shall maintain a computer facility capable of on-line entry and retrieval of information regarding basic Participant records. Each Participant record shall be maintained with a description of each investment option elected under the Model Plan. Upon termination of the Agreement, microfiche copies (or its replacement) of Model Plan records will be transferred at the direction of the Committee to the successor Administrative Service Agency or returned to the Employer.

N. REPORTS

NRS agrees to provide the following reports, within thirty (30) days following the end of each calendar year quarterly period to the Committee, or at the direction of the Committee, to the Employer:

1. A calendar year quarterly Model Plan statement, produced as a by-product of the participant's Statement ("Entity Statement"), summarizing all participant activity that transpired during the reporting period; and
2. Quarterly summaries indicating the total deferred amounts invested, total values (including earnings or losses with respect thereto), and total amount of deferred funds allocated to each investment under the Model Plan ("Financial Activity Confirmation Statement"); and

3. Surrender Audit Reports showing, by Participant and Social Security number, the total amount surrendered by fund and the date of such surrenders. The type of withdrawal (for example, annuity purchase, payments due to termination of employment, and unforeseeable emergency withdrawal), will be indicated by a two-digit reason code.

O. COMMITTEE MEETING

NRS shall coordinate and assist the Committee in arranging meetings to address matters pertinent to NRS administration of the Model Plan as needed. NRS shall maintain a duplicate set of minutes from such meetings. At the meeting prior to the termination of this Agreement, NRS shall prepare the Committee to initiate its renewal bid process with respect to the Model Plan.

P. NATURAL DISASTER

To the extent that NRS is prevented in the normal course of business from performing the services described in this Agreement; in whole or in part, due to Acts of God, fire, flood, sabotage, accidents involving aircraft, trains, or other vehicles or other accidents beyond the reasonable control of NRS, NRS shall not be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or part from such events. In such event, NRS will use its best efforts to comply with the applicable time standards as set forth in the Model Plan, Regulations, and this Agreement.

For purposes of this Agreement "Acts of God" are defined as acts, events, happenings, or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

II. RESPONSIBILITIES OF THE EMPLOYER AND/OR THE COMMITTEE:

NRS shall receive assistance in the administration of the Model Plan from the Employer or Committee as the case may be as follows:

1. Determination that the Employer is an "eligible employer" as that term is defined in Code Section 457(e)(1)(A). This status determination shall be the sole responsibility of the Employer;
2. Provide NRS its full cooperation and support in administering the necessary salary deferral system for contributions to the Model Plan; including notification by the Employer to NRS in writing,

- within fourteen (14) business days, of Participants who have separated service, including retirement, from the Employer;
3. Dissemination by the Employer from time to time such promotional materials as provided to it NRS for employee distribution
 4. Cooperation with NRS in arranging for representatives of NRS to conduct enrollment meetings with the Employer's Employees;
 5. Coordination by the Committee on behalf of the Employer of all material matters relating to activities of the Model Plan;
 6. Acceptance by the Committee and Employer of the terms and conditions of the investment media;
 7. Immediate notification to NRS of any decrease in a Participant's includible compensation or any increase in any pre-tax salary reduction;
 8. Direction by Employer or Committee to NRS of Participants desiring to increase contributions to the Model Plan to NRS for disclosure of includible compensation and completion of appropriate forms; and
 9. Employment, at its own cost, an independent certified public accountant to perform the annual Model Plan audit and ensure that it is completed and filed in accordance with the Regulations. NRS' assistance for the Model Plan audit will be limited to the support detailed in Section III.
 10. Participation by the Committee with NRS in meetings as needed. The Committee shall serve as the recording secretary and maintain appropriate minutes of such meetings and the Committee will provide a copy of the minutes to NRS. Any vacancies in positions of the Committee shall be filled at these meetings.

III. AUDIT

Within a reasonable period of time at the end of the Model Plan year, NRS will provide to the Employer certain audited financial reports and other reports currently produced by, or available to NRS to assist the Employer in preparing for its annual audit.

IV. BONDING

NRS shall maintain, at its own cost and in an amount required by the Regulations, fidelity bonding covering all officers, employees, and agents of NRS having access to funds contributed to the Model Plan, to protect the Employer, the Committee, and the Model Plan from any loss resulting from employee theft or dishonesty.

V. TERM

NRS, the Employer, and the Committee shall perform the duties outlined within this Agreement for a period not exceeding five (5) years beginning on the effective date of the Agreement.

VI. TERMINATION

A. BY THE COMMITTEE

The Committee may terminate this Agreement upon 90 days written notice to NRS if NRS fails to perform any of its material obligations hereunder. During such 90-day period, NRS shall have the right to cure the default or breach. Any written notice given hereunder shall specifically state the nature of the default or breach.

B. BY NRS

If the Employer or the Committee fails to agree, whether by act or omission, to the terms and conditions for participation in the Model Plan, NRS shall have the right to terminate this Agreement upon 90 days written notice to the Committee: provided, however, the Employer or the Committee may cure the default or omission within 90 days immediately following the date of said notice. If the Employer or the Committee terminates Nationwide Life Insurance Company as the Financial Organization of the Model Plan, NRS shall have the right to terminate this Agreement at any time after the termination date of the Nationwide contract.

C. EFFECT OF TERMINATION

In the event this Agreement is terminated by either party, NRS agrees to comply with the termination provisions as stated in the Regulations, as they now exist or may hereafter be amended.

VII. INDEMNIFICATION

NRS agrees to indemnify and hold harmless the Employer, the Committee, and the Participants from losses, costs, or expenses, including reasonable attorney fees, arising out of acts, negligence, omissions or any breach or non-performance of NRS' respective duties under this Agreement.

VIII. GENERAL PROVISIONS

A. CAPTIONS

Titles or captions of articles and paragraphs of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof of the Agreement or in any way effect the Agreement.

B. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid. In addition, this Agreement supersedes any previous Administrative Agreement between the parties, if applicable.

C. MODIFICATION OF AGREEMENT

This Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

D. INVALID PROVISIONS

If any term or provision of this Agreement or the application thereof to any agency, person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to agencies, persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby and each such term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

E. SUBCONTRACTING

The Employer, the Committee and NRS agree that subcontracting, as referenced in Section 9003.5(b) of the Regulations, will not be permitted.

F. APPLICABLE LAW

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New York.

G. ACKNOWLEDGMENT

NRS acknowledges and avers that it is an Administrative Service Agency as that term is defined in the Regulations

H. NOTICE

The addresses of the Employer, the Committee and NRS set forth in the beginning of this agreement shall be deemed the place to which written notice to them shall be directed; provided, however, that any such party or parties may be written notice to the others given pursuant to this paragraph designate a different address to which notices to it shall be directed or designate the name and address of another person, firm or corporation to whom notices to

it may be directed. Also, for notices to NRS, a copy should be directed to:

NRS
ATTN: NRS Office of General Counsel
5900 Parkwood Place
PW-01-08
Dublin, OH 43016

I. DOCUMENTARY PROVISION

This Agreement is subject to the Model Plan and the Regulations as now stated or hereinafter amended, and are hereby incorporated by reference.

This Agreement is effective upon execution by the following parties:

COMMITTEE

(Print Name of Committee Chairperson)

By: _____

Date: _____

EMPLOYER

COUNTY OF ONEIDA
(Name of Employer)

By: *Anthony J. Picente Jr*
(Chief Executive Officer)

ANTHONY J. PICENTE JR
(Print Name)

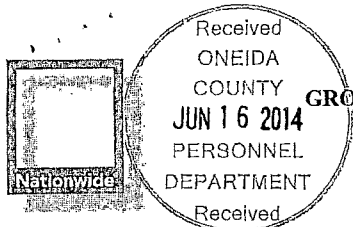
Date: 7-14-14

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: *Ch. M. [Signature]*

NATIONWIDE RETIREMENT SOLUTIONS

By: *Keri R. Nutres*

Title: AVP, Client Service Date: 5-30-14



**APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED VARIABLE ANNUITY CONTRACT**
underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215

APPLICANT

_____ (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Variable Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Variable Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the following Underlying Investment Options that Nationwide agrees to make available as of the "Effective Date of Contract".

Gartmore Investor

Destinations Funds

- Conservative Fund - Service Class
- Moderately Conservative Fund - Service Class
- Moderate Fund - Service Class
- Moderately Aggressive Fund - Service Class
- Aggressive Fund - Service Class

Select Spectrum Series

- American Century Value Fund - Investor Class
- American Century Vista Fund - Investor Class
- Brown Capital Management, Inc. Small Company Fund - Inst. Class
- Dreyfus Appreciation Fund, Inc.
- Dreyfus Premier Small Cap Value Fund - Class R
- Edgar Lomax Value Fund
- Gartmore Bond Index Fund - Class A
- Gartmore International Index Fund - Class A
- Gartmore Mid Cap Market Index Fund - Class A
- Gartmore Money Market Fund - Prime Shares
- Gartmore Nationwide Fund - Class D
- Gartmore S&P 500® Index Fund - Institutional Service Class
- Gartmore Small Cap Index Fund - Class A

Select Spectrum Series - (Cont'd)

- GVIT Small Company Fund - Class I
- JP Morgan International Equity Fund - Select Shares
- JP Morgan Mid Cap Value Fund - Class A
- MFS Massachusetts Investors Growth Stock Fund - Class A
- Neuberger Berman Genesis Fund - Trust Class
- Neuberger Berman Socially Responsive Fund - Investor Class
- Oppenheimer Global Fund - Class A
- PIMCO Total Return Fund - Class A
- Putnam Voyager Fund - Class A
- T. Rowe Price Growth Stock Fund - Advisor Class
- Templeton Foreign Fund - Class A
- Van Kampen Growth & Income Fund - Class A
- Waddell & Reed Advisor High Income Fund - Class Y

OPTIONAL FIXED ACCOUNT

Yes No Applicant elects to add via endorsement to the Contract, a Fixed Account option funded by the general account of Nationwide.

If the Applicant elected the Fixed Account, one of the exchange restrictions options listed below must be elected.

- Contract Level Aggregate Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Fixed Account is determined based on total assets held in the Contract's Fixed Account as a percentage of the Fixed Account's value under the Contract as of the last Business Day preceding the current calendar year).
- Participant Level Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Fixed Account is applied to each Participant Account under the Contract. The Contract Owner, or its designated Record Keeper is responsible for applying this limitation).

STATE INSURANCE FRAUD WARNINGS

FOR DC RESIDENTS ONLY: WARNING: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FOR FL RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

FOR NJ RESIDENTS ONLY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO OK AND PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading,

information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

FOR WA RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

NOTICE TO AR, CO, KY, LA, ME, NM, OH, AND TN RESIDENTS ONLY: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

ADDITIONAL STATE NOTICES

NOTICE TO MN RESIDENTS ONLY: This Contract is not protected by the Minnesota Life and Health Insurance Guaranty Association or the Minnesota Insurance Guaranty Association. In the case of insolvency, payment of claims (except for the Fixed Account, if elected) is not guaranteed. Only the assets of the Insurer will be available to pay your claim.

NOTICE TO FL, MN, ND, SC, SD, TX AND VT RESIDENTS ONLY: Annuity payments, death benefits, surrender values, and other Contract Values are variable when based on the investment experience of a separate account, or in the case of the Fixed Account, if elected, subject to a market value adjustment, and are not guaranteed as to fixed dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on the performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, or any other insurance company, by the U.S. Government, or any State government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

SIGNATURES

Signed on behalf of COUNTY OF ONEIDA this 14 day of JULY, 2014

[Signature]
[[Authorized Signature of Applicant]]

JULY 14, 2014
Date

ONEIDA Co. EXECUTIVE
[[Title]]

[Signature]
[[Authorized Nationwide Agent Representative Signature]]

5:30:14
Date

[[Title]]
Florida License Identification #: (Florida Agents only) _____

Approved As To Form
ONEIDA COUNTY ATTORNEY
By [Signature]



Undersheriff Joseph A. Lisi
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Derrick A. O'Meara

Sheriff Robert M. Maciol

July 3, 2019

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

FN 20 19-240

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an Agreement with New York Mills Union Free School District for the 2019-2020 school year. This Agreement is for two (2) part-time Special Patrol Officers (SPOs) to be utilized within the New York Mills school facilities to increase law enforcement presence, to decrease the number of incidents at the school, and to ensure building safety and security measures are in place and are followed by students, staff, parents, and other visitors. The total amount of this agreement is \$46,132.62.

The cost is broken down as follows:

- 8 hours per day x 80 days (9/2019-12/2019) x \$29.07/hr = \$18,604.80
- 8 hours per day x 105 days (1/2020-8/2020) x \$29.51/hr = \$24,788.40
- = \$43,393.20
- Plus Training Cost (Required range time, etc) = \$1,239.42
- = \$44,632.62
- Plus equipment/uniform cost = \$1,500.00 (County Paid)
- TOTAL = \$46,132.62

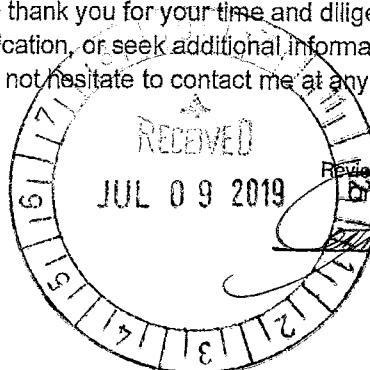
The District will reimburse the County for 50% of the hourly costs of the SPOs in the amount of \$22,316.31. The County will be responsible for the remaining 50% of the hourly costs and equipment expenses (\$1,500.00) through the Community Safety Initiative, for a total of \$23,816.31.

We request that this agreement be made a template for future SPO contracts for the 2019-2020 school year. Those agreements will be of the same content, with the exception of the school district, locality, and number of SPOs.

If you find the enclosed contract acceptable, I request that you forward the same to the Board of Legislators for consideration at their next meeting. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification, or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol
Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 7-9-19

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: X (Revenue)

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: New York Mills Union Free School District
1 Marauder Blvd.
New York Mills, NY 13417

Title of Activity or Service: Special Patrol Officer Initiative

Proposed Dates of Operation: September 1, 2019 – August 31, 2020

Client Population/Number to be Served: Members of the New York Mills Union Free School District

Summary Statements

1) Narrative Description of Proposed Services: Use of Special Patrol Officers (SPOs) at the NYM school buildings. NYM School District will bring on two (2) part-time SPOs for the 2019-2020 school year. The SPOs will ensure building safety, ensure security measures are in place and being followed by students, staff, parents, and other visitors to the buildings, and will provide a uniformed presence to deter criminal behavior on school grounds.

2) Program/Service Objectives and Outcomes: Provide for security and safety on school grounds, protect school property and maintain order in and around the school grounds, provide intervention between students and/or staff, investigate all crimes and incidents, act as mentors and give students role models to guide them toward community activities that prevent delinquency.

3) Program Design and Staffing: 2 part-time SPOs during the 2019-2020 school year.

Total Funding Requested: \$46,132.62

Account #: A2735.1 (revenue)
A3121 (expense)

Hours will be split between the 2 part-time SPOs so that 1 will be on duty during school hours.

8 hours per day x 80 days (9/19-12/19) x \$29.07/hr = \$18,604.80

8 hours per day x 105 days (1/20-8/20) x \$29.51/hr = \$24,788.40

= \$43,393.20

Plus Training Cost (Required range time, etc) = \$1,239.42

= \$44,632.62

Plus equipment/uniform cost = \$1,500.00 (County Paid)

TOTAL = \$46,132.62

50% reimbursed by school on the \$44,632.62 = \$22,316.31 owed by the District

Oneida County Dept. Funding Recommendation: \$46,132.62

Proposed Funding Sources (Federal \$/ State \$/County \$): New York Mills School will reimburse 50% of the costs of the SPOs (\$22,316.31). The County will pay 50% of costs of SPOs, plus costs of uniforms and equipment expenses (\$22,316.31 + \$1,500.00 for uniforms = \$23,816.31).

Cost Per Client Served: N/A

Past Performance Data: New York Mills had 2 SPOs at the school last year, and we will be continuing this successful program in the 2019-2020 school year.

O.C. Department Staff Comments: This is the 2nd year of the SPO program at New York Mills. It was very successful last year, and we anticipate this success will continue into the 2019-2020 school year.

AGREEMENT BETWEEN
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,
and
the NEW YORK MILLS UNION FREE SCHOOL DISTRICT

SCHOOL SPECIAL PATROL OFFICER INITIATIVE

THIS AGREEMENT, made and entered into, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "OCSO," and New York Mills Union Free School District, a political subdivision of the State of New York, with its principal offices located at 1 Marauder Blvd, New York Mills, NY 13417 hereinafter referred to as the "District" (each individually referred as a "Party" and collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the District has a need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place; and

WHEREAS, the District desires to engage the services of safety officers, known as Special Patrol Officers ("SPOs"), to provide a uniformed presence in the designated schools as a deterrent to criminal behavior on the school campus, and to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as Special Patrol Officers at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties' goals are the following:

1. To establish a staff of part-time SPOs consisting of experienced and trained retired law enforcement officers as prescribed in NYS General Municipal Law Section 209-v, which is attached as Exhibit A- Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities' safety and security measures are in place and being followed by students, staff, and parents within the District; and

WHEREAS, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District;

NOW THEREFORE, in exchange for the consideration hereinafter stated, the OCSO, the County, and the District agree as follows:

1. **Assignment of the SPOs.** The OCSO shall assign two (2) uniformed officers as SPOs to serve in the District according to a schedule established by mutual agreement between the OCSO and the District. The OCSO agrees to have SPOs on site at all District campuses each day that school is in session during the Term of this Agreement (as defined below in Section 3), as designated by the District. The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear the uniforms issued by OCSO, including a firearm and all other equipment authorized and issued by the OCSO.

2. **Supervision of the SPOs.** The OCSO agrees to have a designated Sergeant responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The Sergeant shall coordinate his or her activities at the District with the principal or designee. The Sergeant will be designated by the OCSO to act in such capacity, and will be under the supervision of a Lieutenant.

3. **Term of Agreement.** The Term of this Agreement begins on September 1, 2019 and expires on August 31, 2020, without notice, unless terminated earlier as provided in this Agreement (the "Term").

4. **Duties of the SPOs.** The SPOs duties shall be as follows:

- a. Provide for the security and safety of all students, staff, and visitors;
- b. Protect school property and maintain order in and around the school site;
- c. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
- d. Under the supervision of the principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and provide the appropriate documentation for such investigations;
- e. Report all violations of law, school rules, regulations, or policies to school administration;
- f. Enforce New York State laws, rules, and regulations;
- g. Act as liaisons with police and fire officials;
- h. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
- i. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;

- j. Become familiar with all hidden recesses in the building and check them periodically;
- k. Become familiar with the Student Code of Conduct, particularly with respect to prohibited items such as cell phones, iPods, wearing of hats, etc., and take required action to enforce the Code of Conduct and/or seize such prohibited items;
- l. Enforce all other provisions of the Code of Conduct;
- m. Maintain post integrity by being highly visible at all times and refraining from unnecessary fraternization with other officers/employees;
- n. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify his or her supervisor. The OCSO shall then provide the District with a replacement officer. The OCSO shall notify the Superintendent of the District that the SPO will be absent and shall notify the Superintendent of the replacement SPO;
- o. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
- p. Act as mentors to students by maintaining a casual relationship with students and attempt to develop a rapport with students;
- q. Develop a common working relationship with the staff of the District;
- r. In the performance of their duties, the SPOs shall regularly coordinate and communicate with the principal or the principal's designee of the schools to which they are assigned. The principal or designee shall contact the Sergeant assigned by the OCSO for such purpose in the event that a question arises regarding the performance of duties by the SPOs;
- s. When requested, participate in meetings with school officials, parents, or the District School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
- t. The SPOs shall comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the OCSO;
- u. The SPOs shall be subject to all other personnel policies and practices of the OCSO, except as such policies or practices that may have to be modified to comply with the terms and conditions of this Agreement;
- v. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots; and
- w. Meet all of the obligations above without discriminating on the basis of race, color, sex, national origin, or membership in any other protected class.

5. **Responsibilities of the OCSO.** The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the OCSO will retain tactical control of all of the SPOs. Officers shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the Law Enforcement Division of the OCSO.

The OCSO further agrees as follows:

- a. To provide SPOs who:
 - i. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
 - ii. Shall possess sufficient knowledge of the applicable Federal and State laws, Town and County ordinances, and Board of Education policies and regulations;
 - iii. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system;
 - iv. Meet all education and experience requirements set forth by Oneida County and New York State; and
 - v. Also demonstrate:
 - A. Effective verbal and written communication skills, including the ability to address public audiences in the school, business, and community settings;
 - B. An ability to relate to youth, especially the "at risk" and "special needs" populations;
 - C. A working knowledge of social services providers and other community justice and school resources;
 - D. An ability to identify, analyze and recommend solutions to complex behavioral and social problems;
 - E. A genuine interest in at-risk youth; and
 - F. An even temperament and the ability to set a good example for students.
- b. The District may request from the OCSO that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The OCSO will honor these requests to the fullest extent possible.
- c. OCSO will ensure the SPOs appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District.
- d. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- e. OCSO will ensure the SPOs regularly submit vouchers to the District for services rendered.
- f. OCSO will cooperate with the District to implement the SPOs program with the least possible disruption to the educational process.

6. **District's Responsibilities.** The District agrees to:

- a. Implement the SPO program in accordance with guidelines established herein by the Parties;
- b. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- c. Provide the SPOs with full access to school facilities, personnel, and students;

- d. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;
- e. Make available a suitable location for the SPOs to take breaks and have a midday meal;
- f. Provide suitable accommodations (i.e., desk and chair) at the main entrance of each school building so that the SPOs may be periodically seated during the school day;
- g. Evaluate the program and administer an annual assessment of the program;
- h. Make recommendations and program adjustments as appropriate;
- i. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, District policy, or regulations, or as determined by the school principal or designee, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911 for police. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with OCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate OSCO supervisory personnel and request their services for a police response.

7. Confidentiality and Disclosure of Records.

- a. Confidentiality. The County, OCSO, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addenda A-2 are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal, and teacher information from disclosure.
- c. HIV-Related Information.
 - i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
 - ii. Re-disclosure. The following written statement must be included 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. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

8. Requirements of New York State Education Law Section 2-d.

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as “PII”), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under the Agreement. Upon expiration of this Agreement, the SPOs and/or substitute SPOs must securely destroy or return all PII to the District that remains in the SPO’s or substitute SPO’s possession.
- b. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the District:
 - i. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on Federal and State law governing confidentiality of such data prior to receiving access;
 - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - iii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
 - iv. Except for authorized representatives of the third party contractor to the extent they are carrying out the Agreement, not disclose any PII to any other party:
 - A. Without prior written consent of the parent or eligible student; or

- B. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- v. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and
- vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. The Parents' Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

9. Resolution of Issues/Termination.

- a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice.
- b. If issues occur that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

10. Compensation.

- a. Basic Payment. The County agrees to provide and to pay the SPO's hourly rate and employment benefits in accordance with the applicable salary schedules and

employment practices of the County, subject to reimbursement by the District as detailed herein.

- b. The Parties agree that the District shall pay to the OCSO fifty percent (50%) of costs incurred by the OCSO during the Term of this Agreement in compensation to the SPOs for all hours worked, to include payroll taxes and all other associated costs, such as, but no limited to, Disability Insurance and Workers' Compensation Insurance. The District also agrees to pay the County for fifty percent (50%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs.
- c. The rate of pay and fringe of SPOs is paid at an hourly rate of twenty-nine dollars and seven cents (\$29.07) from September 1, 2019 to December 31, 2019. From January 1, 2020 to the end of the Term, the rate of pay and fringe will increase to twenty-nine dollars and fifty-one cents (\$29.51). The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in pay rates by resolution of the County Board of Legislators. The new pay rates shall become effective upon the date specified by resolution of the County Board of Legislators. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of the effective date of the pay rate change, and the Parties acknowledge that any future resolution of the County Board of Legislators changing the pay rates could include retroactive increases to the pay rates for which the District will be responsible. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due the County, it shall be included in the next payment.
- d. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- e. Incidental and Unrelated Costs. Incidental costs, to include uniforms, equipment, pager, vehicle, and ongoing training costs shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked as SPOs or reimbursed by the District. Any expenses or financial obligations made by SPOs without the prior approval of the District will not become the responsibility of the District.
- f. Additional Hours. Any time spent at the District over and above the hours agreed upon per day by the Parties will be billed as overtime, at the rate contained in the Collective Bargaining Agreement in force at the time, subject to prior approval by the principal or designee.
- g. Travel Costs. In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.
- h. Billing & Payment. The OCSO shall submit an invoice for payment of the Agreement fee to the District on a bi-weekly basis, to correspond with the schedule under which

employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the County the sum due in each invoice within seven (7) days of receipt of the same.

11. Independent Contractors. It is expressly understood and agreed that the legal status of the OCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions.

12. Indemnification & Insurance.

- a. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- b. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the OCSO, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.
- c. The District agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The District 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.
 - 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. 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.
 - ii. Workers Compensation and Employers Liability
 - A. Statutory limits apply.
 - iii. Automobile Liability
 - A. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - B. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - C. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
 - iv. Commercial Umbrella
 - A. Umbrella limits must be at least \$5,000,000.
 - B. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
 - C. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
 - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.
- d. The County agrees that it will, at its own expense, at all times during the Term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury or death with regard to any property or persons. The County will provide proof of sufficient self-insurance to the District upon request.

13. **No Special Duty.** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety, or security.

14. Suspension of Work.

- a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
- b. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- c. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.
- d. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

15. Notice. All notices to the County should be sent to:

Oneida County- Law Department
800 Park Avenue
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

All notices to the District should be sent to:

New York Mills Union Free School District
1 Marauder Blvd.

New York Mills, NY 13417

16. **Expiration.** The Parties agree that this Agreement expires on August 31, 2020, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

17. **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.

18. **Assignment.** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

20. **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.

21. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. 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, Addenda A-1 (Parents' Bill of Rights), Addenda A-2 (Attachment to The Parents' Bill of Rights), Exhibit A (Job Specification of Special Patrol Officer), and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW]*

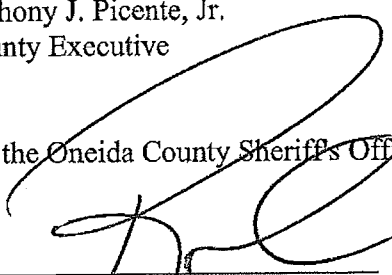
IN WITNESS WHEREOF, the County, the OCSO, and the District have caused this Agreement to be executed as of the date below.

For Oneida County

Anthony J. Picente, Jr.
County Executive

Date

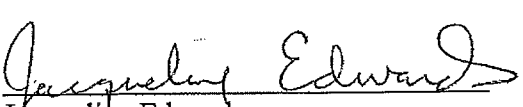
For the Oneida County Sheriff's Office



Robert M. Maciol
Oneida County Sheriff

Date

For New York Mills Union Free School District



Jacqueline Edwards
President, Board of Education

Date

Approved

Alison Stanulevich, Esq.
Assistant County Attorney

ADDENDA A-1

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in prekindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents' rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child's student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents' Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent's identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents' rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What "educational agencies" are included in the requirements of Education Law §2-d?

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name¹;

¹ Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

○ PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

○ However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

○ This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

○ NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.

- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access a complete list of all student data elements collected by NYSED, at [NYSED Student Data Elements](#), or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
 - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
 - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers,

superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with “third party contractors”, defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term “third party contractor” also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an “educational agency.”

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational

agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

ADDENDA A-2

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII

from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already

enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

EXHIBIT A

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Protective Service: Sworn
Revised: 09/10/15

SPECIAL PATROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for maintaining order and providing security for publicly owned property. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney, Oneida County Sheriff's Office, or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Provides security by standing in and patrolling public buildings;
Protects and guards the public and employees in the designated publicly-owned property;
Physically restrains unruly individuals;
Escorts law enforcement agents, juries and witnesses to and from the courtroom;
Provides general information to visitors on premises ;
Checks to insure that all necessary documents and identifications are in order;
Safeguards public property;
Provides assistance in emergency situations;
Maintains and updates records as required;
Prepares incident reports;
Distributes and posts appropriate documents and materials.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public or related personnel; ability to use self-defense, restraint techniques and security equipment.

continued...

SPECIAL PATROL OFFICER

page two

MINIMUM QUALIFICATIONS: Retired member of a police or sheriff's department, or division of state police, or retired former corrections, parole or probation officer.

NOTE: In accordance with Section 209-v of General Municipal Law, a retiree who had permanent competitive class status in one of the above listed occupations may be reinstated to a Special Patrol Officer position without further examination.

SPECIAL REQUIREMENTS TO CARRY OR POSSESS FIREARMS: Special Patrol Offices may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for appointment.

Adopted: 06/13/12
Revised: 06/29/12, 09/10/15

EXHIBIT B - STANDARD ONEIDA COUNTY CONDITIONS

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

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

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

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

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

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

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

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

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

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

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

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

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

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

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

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

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

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to

computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or

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

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

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

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
- iii. There is a material change in the business practices and procedures of the County.

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for

the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

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

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

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



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

June 19, 2019

FN 20 19-227.2

Gerald Fiorini
Chairman of the Board
Oneida County Legislators
800 Park Avenue
Utica, New York 13501

PUBLIC WORKS

WAYS & MEANS

Dear Chairman Fiorini:

As mentioned in the Commissioner of Department of Public Works letter dated June 13, 2019, there is a need for additional funding for Capital Project H-523, Rome Family Court. This additional funding is needed due to unanticipated work items and scheduling complications. Fortunately, the County was able to sell an asset which wasn't budgeted and is available and will cover the additional funding needed.

I therefore, respectfully request your Board to act on this legislation and request your Board's approval of the following 2019 supplemental appropriation for the General Fund:

GENERAL FUND:

TO:

AA# A9950.9 Transfer to Capital Fund..... \$ 325,000.00

This supplemental appropriation will be fully supported by:

RA# A2674 Sale of County Owned Real Property..... \$ 325,000.00

CAPITAL FUND:

TO:

AA# H523 Rome Family Court..... \$ 325,000.00

This supplemental appropriation will be fully supported by:

RA# H523/5031 Transfer from General Fund..... \$ 325,000.00

Respectfully submitted,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget Director

